

Solicitors' Journal.

LONDON, DECEMBER 13, 1879.

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CURRENT TOPICS.

IT IS UNDERSTOOD that the rules under the Summary Jurisdiction Act, 1879, have been drafted, and that as little delay as possible will be allowed to elapse before they are published.

THE PREVALENT AGRICULTURAL DEPRESSION has already given rise to numerous applications to the judges of the Chancery Division of the High Court by receivers of estates "in chancery" for permission to allow a reduction of rent to tenants, and in many cases directions have been given authorizing a considerable remission of rent, either for one or two quarters, or for a longer period.

IT IS EXPECTED that the forthcoming rules under the Supreme Court of Judicature (Officers) Act, 1879, will contain some important modifications in the practice at judges' chambers. If rumour speaks correctly, the

masters' summonses (not being summonses for time only) are to be entered in a printed list, and are to be heard in consecutive order. We question the advantage to the profession of this change. It will obviously put a stop to the convenient modifications enabling solicitors with several summonses to have them heard in succession. Another proposal, by way of enforcing the filing of affidavits used in the Common Law Chambers, is that an original affidavit shall not be used as evidence, except by leave of the judge. The effect of this will be, of course, that all affidavits to be used at judges' chambers will have to be filed *before* they are used instead of afterwards. This change will, it is to be feared, cause no little inconvenience in the case of affidavits sworn or arriving by post on the day on which they are to be used. Delay is inevitable in getting the copy examined, and thus the summons in the list at chambers may be passed by before the office copy can be obtained. We understand that an attempt is proposed to be made to meet this inconvenience by opening the office for filing affidavits at an earlier hour than at present. How far this will provide a remedy for the prospective inconvenience remains to be seen.

THE COURT OF APPEAL on Wednesday last established a new practice for the Chancery Division with respect to the payment of costs of unauthorized proceedings. In the Court of Chancery the practice was that, where a solicitor had filed a bill without authority from the plaintiff, he should be condemned to pay the plaintiff's costs, but the plaintiff—who might have known nothing of the proceedings, and, at any rate, was not responsible for their institution, and had not been the means of bringing the defendant before the court—was condemned to pay the defendant's costs, and was left to his remedy against the solicitor who had pretended to act for him (*Hood v. Phillips*, 6 Beav. 176; *Wade v. Stanley*, 1 J. & W. 674; *Tarbut v. Woodcock*, 6 Beav. 581). In a case before the Court of Appeal on Wednesday last (*The Newbiggin-on-Sea Gas Company v. Armstrong*) the court emphatically laid it down that the future practice of the Chancery Division should be to direct the solicitor who commenced the unauthorized proceedings to pay the costs both of the plaintiff and of the defendant, and that for this purpose the defendant should be served with notice of the application with reference to costs.

IT WILL BE USEFUL for practitioners in the Chancery Division to know that a receiver appointed in an action does not cease to be a receiver by reason of a decree or judgment being made. It has been a common practice during many years for counsel, in drawing minutes of a proposed judgment, to insert a clause continuing the receiver. In the case of *Cruse v. Smith*, which was before the Court of Appeal at Lincoln's-inn on Wednesday last, it was sought to charge a solicitor with negligence in the conduct of an action, on the ground, amongst other things, that in drawing up a judgment he had not provided for the continuance of the receiver. And this contention would appear to have had some plausibility, for, when the matter came before the Chief Clerk at chambers, he required the parties to take out a summons and to obtain an order to continue the receiver. The Court of Appeal, however, ruled that this was not necessary; that a receiver who has been appointed, as the Master of the Rolls termed it, as a "full receiver"—that is, not as an "interim receiver"—remains receiver until he is discharged, and is liable so long as his recognizance remains in force. The learned judge referred to a passage in the 4th edition of Seton on Decrees (p. 412), which runs as follows:—"It has been usual to continue the receiver at the hearing, but there appears to be no foundation for the notion that the powers and authority of a receiver cease at the hearing if not then continued;" and he said

that he quite concurred in that view. Otherwise when it was necessary to continue a receiver, by reason of a judgment being taken in the action, fresh security must be given, and fresh expense incurred. Looking at the matter from a common sense point of view this appears to be correct. How the practice arose of putting into a judgment a clause continuing a receiver cannot probably be now ascertained, but the point to be remembered is, that if there ever was any occasion for it, that occasion no longer exists.

IT HAS BEEN STATED that the case of *Phillips v. London and South-Western Railway Company*, in which the Common Pleas Division refused a new trial applied for on the ground of misdirection and excessive damages, will probably go to the House of Lords. It will be remembered that Dr. Phillips was a London physician in large practice, and having sued for injuries by a collision and recovered £7,000, had himself obtained a new trial (see 27 W. R. 797, L. R. 4 Q. B. D. 406) on the ground of inadequacy of damages; and at the second trial the jury, under the direction of Lord Coleridge, awarded the sum of £16,000, the largest damages, so far as we know, that a railway company has ever been forced by a jury to pay. Even in the celebrated case of *Pym v. Great Northern Railway Company* (10 W. R. 737), the jury awarded only £13,000, which the court afterwards reduced to £9,000. Although, perhaps, exception might be taken to the direction of Lord Coleridge, on the ground that the gifts of wealthy patients were too remote to be taken into account, we believe the principle of *Rowley v. London and North-Western Railway Company* (21 W. R. 869), and other cases under Lord Campbell's Act, must ultimately be affirmed. That principle is simply that the jury must take all the circumstances into consideration, and without attempting to give the full amount of a perfect compensation, give what damages they think proper. But—independently of the merits of Dr. Phillips' case—there is little doubt that the capriciousness of juries presses somewhat hardly upon railway companies. In 1865 the Royal Commission on Railways, while recommending that railway companies should be absolutely responsible for all injuries arising from the conveyance of passengers, except those arising from their own negligence, recommended also that their liability should be limited "within a maximum amount of compensation for each class of fares, and that any passenger should be entitled to require from the company any additional amount of insurance he might desire, on paying for it according to a fixed tariff." The limitation of liability already exists in the case of passengers by what are called "workmen's trains" which are run by the metropolitan companies under their special Acts. (See, for instance, the Great Eastern Railway [Metropolitan Station and Railways] Act, 1864, 27 & 28 Vict. c. cxxci., s. 80.) The limit is usually one hundred pounds, and the compensation is determinable "by an arbitrator to be appointed by the Board of Trade and not otherwise." In this latter respect the Regulation of Railways Act, 1868, provides, by section 25, that, "where a person has been injured or killed by an accident on a railway, the Board of Trade, upon application in writing made jointly by the company from whom compensation is claimed, and the person if he is injured, or his representatives if he is killed, may, if they think fit, appoint an arbitrator, who shall determine the compensation (if any) to be paid by the company"—an enactment which, from the proverbial unwillingness of plaintiff and defendant to make "joint" applications to anybody, has proved a dead letter.

IT WILL BE OBSERVED that alterations have been made which will relieve Mr. Justice Fry from the duty of going on circuit; it may therefore be assumed that the full strength of the Chancery Division will be available during the whole of the Hilary Sittings.

INFORMATION AS THE BASIS OF MAGISTRATES' JURISDICTION.

THE case of *The Queen v. Hughes* (L. R. 4 Q. B. D. 614) decides a point of considerable importance with regard to proceedings before magistrates. The facts were as follows:—A police-constable procured a warrant to be illegally issued, without a written information or oath, for the arrest of a man named Stanley, on the charge of assaulting and obstructing him in the exercise of his duty. Upon such warrant Stanley was arrested and brought before justices, and was, without objection, tried by them and convicted of an assault on the police-constable in the exercise of his duty. The policeman was afterwards indicted for perjury committed on the trial of Stanley, and convicted. It was held by the Court of Criminal Appeal (Kelly, C.B., dissenting) that he was rightly convicted, notwithstanding that there was neither written information nor oath to justify the issue of the warrant; and that the justices had jurisdiction to hear the charge against Stanley, though the warrant upon which the accused was brought before them was invalid. The question that arose here was whether the magistrates had jurisdiction to hear the charge upon which Stanley was brought before them, not whether the conviction against him was valid. Hawkins, J., expressed it as his opinion that Stanley had probably been wrongly convicted because the magistrates convicted him on a charge that never was made against him. He was charged with an indictable misdemeanour under 24 & 25 Vict. c. 100, whereas the magistrates convicted him summarily, apparently under 34 & 35 Vict. c. 112. But the question was whether the evidence of the policeman was given on an investigation which the magistrates had jurisdiction to hold, and the evidence was taken on the charge of the indictable misdemeanour. The fact that the magistrates subsequently, instead of committing the defendant for trial, proceeded to convict him summarily, could not affect the question. If the policeman gave his evidence on a charge which the magistrates had jurisdiction to hear, then the conviction for perjury was right.

Now, though the question arising in this case has been at various times made the subject of discussion, and was at one time considered more or less a doubtful one, it really turns on very simple considerations. It is laid down in Paley on Convictions that "in all summary proceedings of a penal nature there should be an information or complaint, which is the basis of all the subsequent proceedings, and without which the justice is not authorized in intermeddling except when he is empowered by the statute to convict on view. As, on the one hand, the information is not invalidated by reason of the statements being false, so, on the other, it cannot be rendered valid by the testimony offered in support of it, for the office of the evidence is to prove, not to supply, a legal charge." This exposition of the law is not in the least affected by the decision in *The Queen v. Hughes*. A definite charge must be made before the magistrates of some offence in order to give them jurisdiction. The confusion that has arisen in the matter would appear to have been in not distinguishing between the information as the basis of the summons or warrant to compel appearance, and the information as the basis of the jurisdiction to hear the case, the defendant having appeared. The information in *The Queen v. Hughes* was invalid as the basis of proceedings to compel appearance by way of warrant. But it has been constantly held that the necessity for a summons may be waived, and if the defendant appear voluntarily to the information, the conviction is good. (Paley, pp. 88, 97, and cases there cited.) This shows that the steps taken to procure appearance form no part of the process that is necessary to give the magistrates jurisdiction to try a defendant actually before them. Of course, if a defendant does not appear, in order that a conviction against him in

his absence may be good, due steps to procure his appearance must have been taken. Now, it has been often held that there is no necessity that the information should be in writing or on oath, unless the statute under which the charge is made requires it, or unless a warrant is to be issued. All that is necessary to give jurisdiction is a verbal information. That being so, the defendant being rightly or wrongly, before the magistrates, an information for anything over which they have jurisdiction may be preferred against him.

It will occur at once to everyone that it is a monstrous thing that a defendant should be compelled to defend himself against a charge that he has not come prepared to meet; but the court, in giving judgment, carefully provided for that difficulty. It is clear that it is the duty of the magistrates in such a case, if the defendant applies for an adjournment, to adjourn the case, and if they did not, their conviction would, no doubt, be quashed as invalid, not because not based on an information, but because they would have disregarded the common rules of justice that ought to regulate the proceedings of every tribunal. The case, as we have above put it—summarizing in effect the judgments—seems really almost too clear for argument, but it all depends on the proposition that no written information was necessary. It was contended, however, by the prisoner's counsel, that Jarvis's Act makes a written information necessary; but the judges gave no weight to the contention, holding that the matter was concluded by authority.

We cannot help thinking that if the law be that no information in writing is necessary, the law ought to be altered. In proceedings before a tribunal of so informal a character as a court of petty sessions, the existence of a definite charge ought to be secured by making it essential that the nature of the charge should be committed to writing before the evidence is gone into. This is quite apart from the substance of the question involved in *The Queen v. Hughes*, which was whether the prisoner's having been illegally compelled to appear, prevented the magistrates having jurisdiction. The looseness that appears to have characterized the proceedings in this case, where the prisoner being charged with one offence the magistrates convicted of another, shows the desirability of imposing the observance of certain legal forms upon tribunals exercising summary jurisdiction. The severity of construction to which the records of summary proceedings were formerly exposed was mischievous and absurd, but it is possible to go too far in the other direction. It seems to us always desirable that a charge should be, to some extent, formulated in writing before it is heard. We do not mean after the manner of an indictment, nor are we much enamoured of the usual technical form of information. But it seems to us that it should be ascertained, before the hearing, under what enactment the defendant is to be proceeded against, and some brief description of the nature of the charge should be recorded in writing, so as to define the offence.

FARM LEASES.

IV.

We have now reached the practical part of our inquiry. We may assume that, under existing circumstances, owners of land are desirous of leaving their tenants as free from cultivation restrictions as possible. But how far can the safeguards against deterioration of the land, which, as we have seen, have been slowly built up during the lapse of centuries, be abandoned with safety? In order to answer this question it is necessary to consider in some detail the provisions relating to cultivation which are ordinarily inserted in farm leases.

With regard to two of these provisions there can, we think, be little difference of opinion as to the advisability of retaining them. The covenant binding the tenant to lay and spread on the farm all the manure produced thereon is, we should suppose, in no way disadvantageous to him, for farmyard manure is obviously most economically applied near to the place where it is produced. Restrictions on ploughing up old grass land, again, are in general necessary for the protection of the landlord; for to plough up such land is (on most soils) to lessen considerably the letting value of the farm. On soils specially fitted for the growth of artificial grasses, it will be to the interest of landlords and tenants alike to adapt their agreements on this point to the circumstances of the case.

Covenants binding the tenant to consume on the farm all hay, straw, and green crops produced thereon rest on a different footing. They appear to have survived from a time when the purchase of feeding stuffs and artificial manures was unknown. It was reasonable then to provide against any diminution of the fodder by the consumption of which alone the fertility of the farm could be kept up; but to prohibit the tenant now from selling off his produce, when it will often pay him much better to do so and to buy manure than to consume the produce at home, is to debar him from carrying on his business to the greatest advantage. Is there adequate reason to justify this prohibition? All that is required for the protection of the landlord is that for all produce sold off the tenant shall bring back a full equivalent in manurial value, either in the shape of manure or feeding stuffs. The practical question is how to insure that this equivalent shall actually be returned. An obvious suggestion is that the tenant should be bound to produce, for the inspection of the landlord, vouchers for all sales of produce and receipts for all purchases of manure or feeding stuffs. It may be objected that this would leave a considerable loophole for fraud on the part of dishonest tenants; for how could the landlord ascertain that the vouchers produced really covered all the sales which had taken place? So long as it is known in a neighbourhood that a tenant is prohibited from selling off his hay, &c., without the landlord's consent, any sale or carrying off of produce is observed, and rumours of it are likely to reach the ears of the landlord or his agent; but when it is known that the tenant has absolute liberty to sell off produce, no remark will be occasioned by his doing so, and no information will be conveyed to the landlord. It is notoriously difficult for the most experienced agriculturalist to estimate accurately the amount of produce on a farm at the beginning of winter; hence, it may be said, the landlord will have no means of testing the accuracy of the tenant's statements as to the amount of produce sold off. The answer to this appears to be that from the general condition of the farm, combined with the amount of expenditure on artificial manure proved by receipts, and the amount of dung from time to time in the farmyard, a landlord or agent who has his eyes open will be able to form a tolerably accurate idea as to whether the tenant is honestly fulfilling his engagement to bring back a full equivalent in manurial value for produce sold off. What remains then is to provide protection for a landlord who, by these means, has satisfied

The *Central Law Journal* notices a case in New York. *Re Coppers* (deceased), where an application was made for a peremptory *mandamus* directing the burial of the deceased in a Catholic cemetery where he had purchased a lot and had expressed in his life a desire to be buried. This the trustees had refused to permit, on the ground that the deceased was a non-Catholic and a Freemason, and that by the laws of the association Freemasons and non-Catholics were not allowed to be interred therein. The Supreme Court granted the *mandamus*, holding that "a party who deals with a corporate body in matters of contract, and pays his money for property or rights which it assumes to convey without restriction, is not bound to know of articles of faith or private regulations of the corporate body which will make the purchase valueless and the written grant of no avail." A contrary doctrine, said the court, "would unsettle well-established principles, and especially that one which declares that a writing is presumed to contain the entire agreement of the parties."

himself that his tenant is not carrying out his agreement; and this might be done by providing that, after notice in writing, given by the landlord to the tenant at any time during the tenancy, the latter shall not carry off any more produce until after he has given written notice by registered letter of the description and amount of such produce to the landlord or his agent, and that for every load (or other quantity) of hay or other produce carried off in contravention of this provision, the tenant shall pay, as liquidated damages, a large sum. This would appear to provide the landlord with a sufficient check, for after his suspicions have been aroused, and any sale of produce without previous notice to him has been prohibited, it would be very difficult for the tenant to carry off produce without being sooner or later detected, and detection would practically mean the infliction of a heavy fine. The landlord could probably be trusted not to give the prohibitory notice without good reason, or to withdraw it on being satisfied that his suspicions were unfounded.

The actual form of the provisions we suggest, so far as regards the specification of the equivalent in manurial value to be brought back, would require to be settled by a practical farmer, but we imagine that some such provision as that half the selling value of the produce sold should be expended in the purchase of dung or town manure, bones, or good artificial manure, or in linseed or cotton or rape cake, beans, or peas, would suffice. Of course, feeding stuffs of less manurial value than those above specified, should either be excluded, or the proportion of money to be spent on them should be increased.

With regard to covenants prescribing a particular rotation of crops, there is more difficulty in arriving at a general conclusion. It seems to be admitted that on soils known in agricultural language as "strong land," the restrictions as to cropping are inconvenient and injurious to the tenant without being necessarily advantageous to the landlord. It does not seem reasonable, for instance, to compel such a tenant in every fourth or fifth year to grow roots (an uncertain and unprofitable crop on such land) instead of growing an extra white crop—say of barley—which could be best grown, and (as Mr. Lawes has shown) if suitably manured, without deterioration to the land. On light soils, on the other hand, it is, we believe, the fact that a four-course system of husbandry is generally the best mode of cultivation, and some system of rotation is probably necessary in order to prevent such land from deteriorating. But even on these soils it is obviously undesirable to restrict the tenant from making the most money he can on his farm, if only the landlord can be insured against the land being impoverished. The question of whether this can be done, and if so, how it can be done, must be left for discussion next week.

At the Mansion-house Police Court on Friday the resignation was announced, after five years' service, of Mr. J. ranville Layard, the assistant clerk at the justice-room of the Mansion-house. Mr. Layard retires in order to practise as a solicitor; and his resignation occasions much regret to those presiding in and practising before the Court. The appointment vacated is in the gift of the Court of Aldermen.

An inquest was held at Cokermonth, on Tuesday, on the body of Henry Philip Wicks, solicitor of that town, who met with his death on Sunday under melancholy circumstances. He resided some little distance from Cokermonth, and was in the habit of taking a short cut into town by crossing a private bridge over the River Derwent, belonging to Messrs. Harris and Son. There is an iron gate with spikes at one end of this bridge, which is locked on Saturday night and over Sunday. Mr. Wicks appears to have been climbing this gate when by some means he impaled himself upon one of these spikes. He bled to death in less than half-an-hour. A verdict of accidental death was returned.

Reviews.

DIARIES.

PARTRIDGE & COOPER'S ANNUAL DIARY FOR 1880.

PARTRIDGE & COOPER'S OCTAVO SCRIBBLING DIARY FOR 1880.

PARTRIDGE & COOPER'S FOLIO SCRIBBLING DIARY FOR 1880.

These scribbling diaries are certainly a marvel of cheapness. The folio diary contains fifty-six pages, folio size, interleaved with blotting paper, for one shilling. The annual diary is printed on good paper and bound in cloth for the same price.

We have also received a copy of the Remembrancer, for hanging up in offices, published by Partridge & Cooper, containing the month, date, and day of week, with notes of the events of the day.

THE LEGAL POCKET-BOOK AND CALENDAR. 1880. Compiled by ALFRED LAYTON. Waterlow Brothers & Layton.

There is a wonderful amount of legal and other information very well put together in the introduction to this pocket-book, and the paper for the diary is of excellent quality.

Cases of the Week.

LIQUIDATION PETITION—REGISTRATION OF RESOLUTIONS—DEBTOR'S STATEMENT—SMALL AMOUNT OF ASSETS—BONA FIDES OF CREDITORS—BANKRUPTCY ACT, 1869, s. 125—BANKRUPTCY RULES, 1870, RR. 295, 301.—In a case of *Ex parte Early*, before the Court of Appeal on the 4th inst., a question arose as to the registration of liquidation resolutions. The debtor, a trader, filed a liquidation petition on the 25th of July. The first meeting of the creditors was held on the 11th of August. The statement of affairs produced by the debtor showed that his debts amounted to £534 and his assets to £85. His assets consisted entirely of goods, the whole of which had been seized by the sheriff under an execution issued by a judgment creditor named Early. This execution had been issued after the filing of the petition, but an injunction to restrain the proceedings under it had been granted. The creditors resolved to accept a composition. At the second meeting this resolution was not confirmed, but a liquidation by arrangement was resolved on. The registration of the resolution was refused on the ground of an informality in the proceedings, but leave was given to summon a fresh first meeting of the creditors. This meeting was held on the 29th of October. The injunction against Early had been continued from time to time, but had expired before the 29th of October, and the sheriff had sold the whole of the debtor's goods for £85. At the meeting the debtor produced the same statement of affairs which he had produced at the meeting on the 11th of August. The creditors resolved on a liquidation by arrangement, and gave the debtor an immediate discharge. There were but five creditors, and Early was the only dissentient. He opposed the registration of the resolutions, but the registrar ordered them to be registered. On the appeal it was contended that the statement of affairs produced at the meeting of the 29th of October was, on the face of it, an insufficient one, because the nature and amount of the debtor's assets and liabilities must of necessity have changed between August and October. Moreover, it was said that, looking at the amount of the assets compared with that of the liabilities, the proceedings were an abuse of the procedure of the court, and the resolutions could not have been passed *bond fide* in the interest of the creditors, but must have been passed solely in the interest of the debtor; reliance being placed on the cases of *Ex parte Staff* (23 W. R. 950, L. R. 20 Eq. 775), *Ex parte Sir W. Russell* (23 W. R. 817, L. R. 10 Ch. 255), *Ex parte Aaronson* (26 W. R. 470, L. R. 7 Ch. D. 713), and *Ex parte Hope* (L. R. 9 Ch. D. 398). The court (JAMES, BAGGALLAY, and

THESIGER, L.J.J.) affirmed the registrar's decision. JAMES, L.J., said that the assets were very small, and in the result would probably produce nothing for anyone. But the real contest was whether the execution creditor should take all the assets, or whether they should be equally distributed among all the creditors. The debtor might well honestly think that they should be distributed equally, and the other creditors might well have thought that they should have a share. It was impossible to say that the proceedings showed *ex facie* any abuse of the procedure, or any fraudulent use of the power of the majority. The statement of the debtor's affairs appeared to be an honest one. There was no evidence of any change in the state of his affairs between August and October. It would have been the easiest thing in the world to have asked him at the meeting whether there had been any such change.

BANKRUPTCY—LIQUIDATION—SECURED CREDITOR—PROOF—VOTING—VALUATION OF SECURITY—FORFEITURE OR ABANDONMENT—BANKRUPTCY ACT, 1869, ss. 18, 40—BANKRUPTCY RULES, 1870, rr. 99, 100, 136, 272.—In a case of *Ex parte Bagshaw*, before the Court of Appeal on the 4th inst., the question was raised whether a secured creditor, who, in proving his debt in the bankruptcy or liquidation of his debtor, by mistake omits to mention a part of his security, is entirely precluded from afterwards claiming the security which he has omitted, or from applying to the court to have his proof reformed. One Ker filed a liquidation petition on the 6th of June, and on the 27th of June the first meeting of the creditors was held, and a liquidation by arrangement was resolved upon. One Bagshaw held a mortgage on a leasehold house of the debtor to secure £4,000 and interest. Early in June he advertised the property for sale by auction on the 26th of June. The particulars of sale stated that the fixtures, according to an inventory to be produced at the time of sale, were to be taken at a valuation in the usual way. On the 18th of June the solicitors of the receiver, who had been appointed under the petition, wrote to Bagshaw's solicitors that these fixtures were not included in the mortgage, and were part of Ker's estate. Bagshaw's solicitors replied that it was not their intention to include the fixtures in the sale, and that they would arrange for their withdrawal at the auction. At the auction on the 26th of June the auctioneer withdrew the fixtures, and the house was sold for £3,000. At the creditors' meeting on the 27th of June Bagshaw tendered a proof for £4,385, as due to him on the mortgage, stating in his affidavit that he had no security for his debt except the property comprised in the mortgage, which had been sold the previous day for £3,000. His proof was admitted for £1,385, the balance of the mortgage debt, and he voted at the meeting in respect of that sum. Afterwards the trustee (the same person who had been receiver) sold the fixtures to the purchaser of the house for £220. Bagshaw then set up a claim to the £220, on the ground that the fixtures were included in the mortgage. Among other objections to his claim, it was urged that, by his proof and voting in respect of it, he had abandoned or forfeited any security he might have had beyond the £3,000, the value of the house; reliance being placed on the cases of *Ex parte Ashworth* (22 W. R. 925, L. R. 18 Eq. 705) and *Ex parte King* (23 W. R. 681, L. R. 20 Eq. 273). The court (JAMES, BAGGALLAY, and THESIGER, L.J.J.) were of opinion, upon the facts of the case, that there had been no mistake on the part of the creditor, but that the fixtures had been unconditionally withdrawn from the sale, and that the proof had been deliberately made on the footing that the creditor was only entitled to security on the value of the house. JAMES, L.J., intimated that it might at some future time require further consideration whether *Ex parte Ashworth* and *Ex parte King* had been rightly decided, and whether there is any positive rule that a mortgagee who has made a mistake in his proof cannot, on making a proper application, have it corrected. BAGGALLAY, L.J., said that he was by no means disposed to say that a mortgagee could in no case be allowed to remodel his proof. On the contrary, his lordship thought that he could do so in a proper case and on proper terms. But that could only be on the ground that he had acted on a mistake throughout. THESIGER, L.J., said that, if he had seen clearly that the mortgagee had made a mistake in his proof, and had un-

designedly shut himself out from a part of his security, he should have been disposed to help him. He thought that the case could be distinguished from *Ex parte Ashworth* and *Ex parte King*, even assuming that those cases were not open to reconsideration. But in the present case his lordship thought that the original intention was to give up the claim to the fixtures altogether.

MORTGAGOR AND MORTGAGEE—TRUSTEE IN BANKRUPTCY—PROCEEDINGS TO IMPEACH SECURITY—COSTS.—In a case of *Ex parte Parnall*, before the Court of Appeal on the 4th inst., proceedings had been taken unsuccessfully by a trustee in a liquidation to impeach a bill of sale which had been given by the debtor. These proceedings took place partly in an action at law, and partly in the Bankruptcy Court. The mortgagee obtained in the action an order for the payment of his costs as between party and party. He afterwards claimed to be paid his extra costs in the action, his full costs of the proceedings in the Court of Bankruptcy, and his charges and expenses, out of the proceeds of the mortgaged property. The court (JAMES, BAGGALLAY, and THESIGER, L.J.J.) disallowed the claim. JAMES, L.J., said that the rule is that, when a mortgagee defends the title to the mortgaged property for the benefit of all the persons interested in it, he is entitled to his costs, charges, and expenses in the same way as a trustee. But that rule had never been applied to direct litigation between mortgagor and mortgagee. In such a case the mortgagee was entitled to party and party costs, and to nothing more. That was the case in a foreclosure or redemption action, and it was equally so in the present case.

PRACTICE—ADVANCING APPEAL IN BANKRUPTCY—ADJUDICATION OR REGISTRATION OF LIQUIDATION RESOLUTIONS.—In a case of *In re Loog*, an application was, on the 4th inst., made to the Court of Appeal to advance the hearing of an appeal relating to the registration of resolutions passed under a liquidation petition. The court (JAMES, BAGGALLAY, and THESIGER, L.J.J.) said that the application was unnecessary, inasmuch as a general direction had been recently given that all appeals relating to adjudications and to the registration of resolutions under liquidation petitions shall have priority.

LIGHT—"CONSENT OR AGREEMENT IN WRITING"—PRESCRIPTION ACT (2 & 3 WILL. 4, c. 71), s. 3.—On the 5th inst. the Court of Appeal (JAMES, BAGGALLAY, and THESIGER, L.J.J.) affirmed the decision of Hall, V.C., in the case of *Bewley v. Atkinson* (27 W. R. 452). The action was brought to restrain an alleged obstruction by the defendant of the plaintiff's ancient lights. The defence was that the lights had been enjoyed under, and by virtue of, an agreement entered into in the year 1814 between one Kirkbride, a predecessor in title of the plaintiff, and one Spencer, a predecessor in title of the defendant. The agreement relied on was a written document by which Kirkbride declared that the windows in question "are put out and remain upon the leave or indulgence of the said H. Spencer, and that I will, upon the request of him, or his heirs or assigns, to be made at any time hereafter, wall and block up the same, and in the meantime, until such request is made as agreed, I hereby promise to pay unto the said H. Spencer, his heirs and assigns, the sum of 6d. yearly, and every year, in consideration of such indulgence." This document was signed by Kirkbride alone. The evidence showed that the rent of 6d. had been paid up to the year 1859. The defendant commenced to block up the windows in 1877. The plaintiff alleged that neither he nor his immediate predecessor in title, who was a *bona fide* purchaser for value, ever knew of the document in question until it was set up in justification. The main question in this case was whether, within the meaning of section 3 of the Act, 2 & 3 Will. 4, c. 71, the lights in question had been enjoyed "by some consent or agreement, expressly made or given for that purpose by deed or writing." Hall, V.C., held that the right given by the document in question was not limited in duration to the life of Kirkbride; that there was a sufficient consent or agreement in writing, within the meaning of the Act, though the document was signed only by the person to whom the licence was given; and that, at any rate, the agreement was one which would be enforced by a

court of equity. This decision was affirmed by the Court of Appeal on all the points.

MANDATORY INJUNCTION—BREACH OF BUILDING COVENANT—PULLING DOWN COMPLETED BUILDING—JUDICATURE ACT, 1873, s. 25, SUB-SECTION 8.—In a case of *Gaskin v. Bails*, before the Court of Appeal on the 5th inst., the action was brought for a mandatory injunction to compel the removal of buildings which had been erected in breach of a covenant entered into on the sale of an estate in lots for building purposes. Part of the buildings complained of had been erected more than six years before the commencement of the action by the defendant's predecessor in title, and no complaint had been made at the time. The remainder of the buildings had been erected quite recently by the defendant himself. *Bacon, V.C.*, had granted the injunction asked for as to both the buildings. The Court of Appeal (*JAMES, BAGGALLAY, and THESIGER, L.JJ.*) discharged the injunction so far as it related to that part of the buildings which had been erected more than six years before the action. *THESIGER, L.J.*, said that, as a general rule, a mandatory injunction ought not to be granted where no complaint has been made before the completion of the buildings. And, though the Judicature Act has enlarged the power of the court as to the granting of injunctions, the principles on which the court will act remains the same.

LUNACY REGULATION ACT, 1862 (25 & 26 VICT. c. 86), s. 12—SUMMARY JURISDICTION—AMOUNT OF LUNATIC'S PROPERTY.—In a case of *In re Faircloth*, before *Baggallay, L.J.*, on the 6th inst., the question arose whether, in estimating the amount of a lunatic's property, for the purpose of determining whether it falls below £1,000, so as to give the court a summary jurisdiction under the provisions of section 12 of the Lunacy Regulation Act, 1862, sums due in respect of the past maintenance of the lunatic may be deducted from the gross value of the property. *BAGGALLAY, L.J.*, held that the deduction might be made, observing that, upon a comparison of all the reports of *In re Adams* (12 W. R. 291, 4 De G. J. & S. 182, 9 L. T. N. S. 626, 3 N. R. 339, 10 Jur. N. S. 137), he considered the decision of Lord Westbury, in that case, to be an authority in favour of making the deduction.

CHARTER-PARTY—FREIGHT—INTEREST—3 & 4 WILL. 4, c. 42, s. 28.—In a case of *Nelson v. Dahl*, before the Court of Appeal on the 8th inst., an application was made to vary the minutes of the judgment. The action was brought to recover freight and demurrage due under a charter-party. The plaintiffs succeeded in the Court of Appeal, but in the minutes of the judgment as settled by the registrar, no provision was made for giving interest on the freight. It was urged that the freight was, by virtue of the charter-party, payable at a certain time, and that consequently, under section 28 of the Act 3 & 4 Will. 4, c. 42, the plaintiffs were entitled to interest on it. The court (*JAMES, BAGGALLAY, and BRETT, L.JJ.*) held that there was no right to interest, except from the date of the judgment. *BRETT, L.J.*, said that in a common law action for freight the judgment was always for the freight without interest. The statute did not apply, for the freight was payable on delivery of the cargo, and that was not a time certain within the meaning of the Act. The plaintiffs could not alter their rights by bringing the action in the Chancery Division instead of in one of the common law divisions.

PRACTICE—ACTION BROUGHT BY SOLICITOR WITHOUT AUTHORITY OF NOMINAL PLAINTIFF—COSTS—LIABILITY OF SOLICITOR—FORM OF ORDER—JUDICATURE ACT, 1873.—In a case of *The Newbiggin Gas Company v. Armstrong*, before the Court of Appeal on the 10th inst., the question arose which was raised before the Master of the Rolls recently in the case of *Nurse v. Durnford* (ante, p. 88). *Fry, J.*, had, upon the motion of the plaintiffs, ordered the solicitor, who had issued the writ, to pay their costs of the action, on the ground that he had issued the writ in their name without their authority. The Court of Appeal (*JESSEL, M.R., and JAMES and BRETT, L.JJ.*) affirmed the decision upon the facts. And *JESSEL, M.R.*, said that, under the old practice of the Court of Chancery, the defendant was not served with notice of an application of this kind, and he

had to get his costs from the plaintiff, and then the plaintiff had to get them over from the solicitor. The result was that the nominal plaintiff, who had never given any authority to use his name in the action, might have to pay a large sum for the defendant's costs, and might, by reason of the insolvency of the solicitor, be unable to recover it. On the other hand, the practice in the courts of common law was to serve the defendant with notice of the application, and to order the solicitor to pay the costs of both plaintiff and defendant. Now, under the Judicature Act, it was for the court to say which practice ought to be followed. And his lordship had no hesitation in saying that which he had already said at the Rolls, though not with the same authority as he now said it in the Court of Appeal, that the common law practice was founded on natural justice, and ought to be followed for the future. *JAMES, L.J.*, said that it must be understood that the common law practice is to be observed in future. *BRETT, L.J.*, said he was very glad to hear the Master of the Rolls affirm what he had himself often said since the Judicature Act came into operation, that in questions of practice that practice which, upon consideration, appears to be the best ought to prevail.

PRACTICE—TRIAL BY JUDGE WITHOUT A JURY—DISCRETION—ACTION NOT SUITABLE FOR TRIAL BY JURY—NOTICE BY DEFENDANT OF TRIAL BY A JURY—RULES OF COURT, 1875—ORD. 36, RR. 3, 26.—In a case of *Wedderburn v. Pickering*, before the Master of the Rolls on the 5th inst., a motion was made by the plaintiff, under ord. 36, r. 26, that, notwithstanding the notice of trial before a jury given by the defendants, the trial might take place before the judge without a jury. The action was one to obtain possession of the site of an old wall taken by the defendants and built upon or about to be built upon by them; to restrain the defendants from trespassing upon such site, and from interfering with a right of way claimed by the plaintiff; and for damages. The plaintiff had given notice of trial before the judge without a jury, and the defendants then, under ord. 36, r. 3, gave notice of trial before a jury. The defendants in their affidavit in opposition to the motion stated that a view of the premises was essential for a determination of the issues in the case, that the premises were situated within a hundred yards of the assize court at Leeds where the trial would be held, and that all the witnesses were resident at Leeds. They also stated that the expense of a trial in Leeds would be much less than of a trial in London. The plaintiff, in answer, said that no view would be necessary, as the *locus in quo* could be sufficiently understood from some photographs which had been taken before the premises had been altered by the defendants for the purposes of an interlocutory application. The plaintiff also alleged that the issues would entirely depend on an examination of the various deeds and the plans attached to the conveyances. *JESSEL, M.R.*, said that he was very unwilling to interfere with the right given to persons by the Judicature Act to have their cases tried by a jury, and he also considered that no judge should take away that right from mere caprice, or because he might himself think a jury not the best tribunal. He quite approved of what *Hall, V.C.*, said in *Clark v. Cookson* (L. R. 2 Ch. D. 747), that rule 26 of order 36 was framed "to meet cases which would under the old system have been tried in the Chancery Division, and which might be considered by reason of involving a mixture of law and fact, or from great complexity, or otherwise, not capable of being conveniently tried before a jury." In the present case, the action—he might almost call it a conveyancing action—depended on the construction of certain deeds and plans, and could be far better determined by a judge than by a judge and jury. In reference to the question of a view, he thought the photographs which had in fact been prepared by the defendant would give the judge quite as good an idea as any view. Then, on the question of expense, he was by no means sure that, looking at the whole course of the action, the liability to its being made a remanet and to the liability to motions for a new trial, he did not think a trial in London would be more expensive, where, moreover, the case would be quickly heard, and probably with one appeal only. He should, therefore, exercise the discretion given him by rule 26 in favour of the plaintiff. The costs would be costs in the action, as it was a fair case for discussion.

EQUITABLE MORTGAGEE—POSSESSION—MORTGAGE OF THEATRE—MANAGER—FORM OF ORDER.—In a case of *Dallas v. Bagholt*, before the Master of the Rolls on the 5th inst., a question arose as to the order an equitable mortgagee of a theatre and properties was entitled to where he desired to take possession of the theatre and to carry on the same, and where the court had already appointed a person receiver, and one of the mortgagees manager, of the mortgaged property. The mortgagee appointed manager had refused the receiver admittance to the theatre, and a motion was now made to commit him for his contempt, and the actual contempt was not, in fact, denied. The motion also extended to restrain the two mortgagors from interfering with the receiver, and asked that possession might be given to the mortgagee. The contention on the part of the mortgage manager was that, inasmuch as the court had already appointed him manager, it could not alter the order so as to give the plaintiff possession, to which, moreover, he was not entitled. The plaintiff desired to continue the theatre open, and offered to do so at his own risk. *JESSEL, M.R.*, was of opinion that the proper order to make would be to appoint the receiver also manager, and the defendant must at once give him possession of the theatre. The order had not yet been drawn up, and, therefore, he could alter it; but even if it had been drawn up the manager would only have been appointed "until further order," and he could now appoint another manager. The plaintiff must, however, undertake to be personally responsible for any loss to the defendants occasioned by his keeping open the theatre.

PRACTICE—SALE OUT OF COURT BY RECEIVER—SALE TO ONE OF THE PARTIES TO THE ACTION—MOTION IN THE ACTION TO ENFORCE THE SALE.—In a case of *Fowler v. Murray*, before the Master of the Rolls, on the 5th inst., the receiver in the action had, by the authority of all the parties, sold the partnership property by public auction, and the plaintiff was declared the purchaser. Subsequently the defendant declined to complete, on the ground of some fresh arrangement with the receiver, which had not been carried out. The plaintiff now moved in the action that the sale might be confirmed, and that the defendant might be ordered to complete, and that he might be at liberty to pay the purchase-money into court. The objection was taken that the motion was irregular as being to confirm a sale out of court, and that an action for specific performance of the agreement was necessary. *JESSEL, M.R.*, said he should be sorry if he had not jurisdiction to confirm a sale between the parties to an action, all of whom were *sui juris*. He considered he had ample power to make the order asked for, the parties all being before him, and he should accordingly do so with costs.

COMPANY—WINDING UP BY HIGH COURT—PREVIOUS PETITION IN PALATINE COURT—JURISDICTION TO REFER PETITION TO PALATINE COURT.—In the case of *Re Northern Counties of England Fire Insurance Company*, before the Master of the Rolls on the 6th inst., a petition was presented by a creditor for a winding-up order, and a previous petition for a similar object had been presented to the Palatine Court. The creditor who had presented the Palatine petition opposed the petition before the Master of the Rolls, and submitted that the proper course was to refuse that petition and refer the matter to the Palatine Court for a winding up. The company had commenced an action in the court of Malins, V.C., to restrain the proceedings in the Palatine Court, on the ground of their solvency, and that the petitioner's debt was disputed, but Malins, V.C., refused the motion, being unwilling to interfere with the proceedings in the Palatine Court. *JESSEL, M.R.*, said he should have been glad to refer the proceedings to the Palatine Court, but he did not consider he had any power to do so. As all the advertisements for the petition had been issued, and the other necessary steps taken for a winding-up petition in his court, he did not think he should be justified in refusing the petition, and he should therefore make the usual compulsory order to wind up the company.

MORTGAGE—POWER OF SALE—SALE AFTER PAYMENT OF MORTGAGE DEBT, BUT BEFORE TRANSFER.—In a case of *Mash v. Eads*, before Fry, J., on the 8th inst., the action

was brought to set aside a sale which had been made under a power of sale in a mortgage, it being alleged that the sale had been made at an undervalue, and otherwise improperly. One point taken was this. The sale was made by a person who had paid off the original mortgagee, but who had not actually obtained a transfer of the mortgage. And it was contended that, in such a state of circumstances, the power of sale was suspended—that it could not be exercised by a person who had not become a legal transferee or assign of the mortgage. Fry, J., overruled the objection, on the ground that, after payment of the mortgage debt, the original mortgagee was a mere trustee of the power for the person who had paid him off, and was bound to exercise it at his direction. The action was dismissed on its merits.

COSTS—TAXATION—APPLICATION TO REVIEW—MOTION OR SUMMONS.—In a case of *Millard v. Burroughs*, an application was made to Fry, J., on the 8th inst., by way of motion, to review the taxing master's taxation of costs, and the question was raised whether the application ought to not to have been made by summons. The action had been transferred to Fry, J., for the purpose of trial, and had been tried by him, and he held that it was more convenient that the application should be made to him, than to the judge to whom the action was originally attached, and that it was properly made by way of motion.

PRACTICE—ALTERNATIVE PLEADING—LIBEL—JUSTIFICATION AND PAYMENT INTO COURT.—In *Hawksley v. Bradshaw* application was made to the Queen's Bench Division, on the 4th inst., to set aside an order made by Field, J., at chambers. The action was for libel in a newspaper. The defendant, in his statement of defence, admitted the publication of the words, but denied the innuendo imputed to them, and said that the statements were true and a fair comment on a public man; in the alternative he said that he had publicly apologized in his newspaper for the statements, if they were defamatory, which he did not admit they were, and finally paid forty shillings into court. Master Hodgson had ordered the alternative plea of apology and payment into court to be struck out. On appeal from his order to Field, J., that judge allowed the plea to stand, and it was from this decision that the plaintiff now appealed. For the defendant, it was urged that, under the Judicature Acts and Orders, several inconsistent matters might now be pleaded in a statement of defence. The court would not interfere, or strike out any matter, except such as was embarrassing or scandalous, which was not the case here. Reliance was placed on *Berdan v. Greenwood* (26 W. R. 902, L. R. 3 Ex. D. 51) as an authority in favour of this contention. The court (*COCKBURN, C.J.*, and *MANISTY, J.*) were of opinion that justification and an apology and payment into court could not be pleaded simultaneously. Moreover, in this case the statement of defence was calculated to embarrass the plaintiff, and, on that ground also, the plea of payment must be struck out.

REVISING BARRISTER—NEGLECT OR REFUSAL TO STATE A CASE—REGISTRATION ACT, 1878 (41 & 42 VICT. c. 26) s. 37—WRITTEN NOTICE TO REVISING BARRISTER—CONDITION PRECEDENT—REGISTRATION ACT, 1843 (6 & 7 VICT. c. 18) s. 42.—In the *Matter of Bane and others*, before the Common Pleas Division on the 8th inst., was a case, in which a rule had been obtained calling upon a revising barrister to show cause why he should not state a case under 41 & 42 Vict. c. 26, s. 37, which provides that, if any person feels aggrieved by a revising barrister neglecting or refusing to state a case, he may, within one month after such neglect or refusal, apply to the High Court of Justice, upon affidavit of the facts, for a rule calling upon the revising barrister to show cause why a rule should not be made directing the appeal to be entertained and the case to be stated. An affidavit was produced in court made by the revising barrister, and also contradictory ones made by solicitors acting for the voters concerned. The following were the points involved in the case:—(1) Whether the application for a rule calling on the revising barrister to show cause was made within one month after the alleged refusal, as required by section 37 of last year's Registration Act. (2) Whether the above-mentioned

conflicting affidavits between the revising barrister and the different solicitors should be admitted or not. (3) Whether a written notice of appeal against the revising barrister's decision, mentioned in 6 & 7 Vict. c. 18, s. 42 (but admitted not to have been given in this case), was a condition precedent to the revising barrister being called upon to state a case. The court (GROVE and LOPES, JJ.) rested their judgment chiefly upon the first point, and dismissed the appeal, with costs, upon the ground that the application for a rule was made too late—i.e., more than a month after the neglect or refusal of the revising barrister to state a case. As to the second point, the court refused to allow the conflicting affidavits. Such a course, they said, would bring the office of revising barrister into contempt, and shake confidence in one who was in the position of a judge, and whose mere word should, therefore, suffice. The third point was not necessary to the determining this case, but the court gave an extra-judicial opinion upon it, on account of its importance. They held that, on the proper construction of 6 & 7 Vict. c. 18, s. 42, a written notice of appeal was a condition precedent to the revising barrister stating a case.

PRACTICE—WRIT SPECIALLY INDORSED—DEMAND OF PARTICULARS BY DEFENDANT.—*Godden v. Corsten*, before the Common Pleas Division on the 8th inst., was an appeal from chambers. The amount alleged to be due was specially indorsed on the writ, and credit was given for £61 odd for work, and £180 odd for materials. The defendant demanded particulars of these amounts to enable him to include a counter-claim in his statement of defence. A master decided that the plaintiff need not give the particulars asked for; Lopes, J. reversed this decision, and ordered particulars to be given. The court (LORD COLERIDGE, C.J., and LINDLEY, J.) affirmed the decision of Lopes, J., holding that the cases on the subject decided before the Judicature Act did not now apply.

Obituary.

MR. THOMAS KINGDON KINGDON, Q.C.

Mr. Thomas Kingdon Kingdon, Q.C., Recorder of Bristol, died at his residence, 3, Clarendon-road, Kensington, on the 2nd inst, after a somewhat long illness, at the age of 67. Mr. Kingdon was born in 1812, and was educated at Exeter College, Oxford, where he graduated second class in *Literæ Humaniores* in 1834. He practised for many years as a special pleader, and was called to the bar at the Inner Temple in Hilary Term, 1848, when he joined the Western Circuit. Mr. Kingdon had a high reputation as a pleader, and his chambers were much resorted to by students, the present Mr. Justice Field being one of his former pupils. He became a Queen's Counsel in 1866, and had a fair share of leading business on circuit, being a very sound lawyer, though without any pretence to eloquence. In 1872, he succeeded Mr. Bere, Q.C. (the present judge of the Cornwall County Courts) as recorder of the city of Bristol, which office he retained until his death. He was also judge of the Tolzey Court of that city.

It is stated that Mr. Charles Greville Prideaux, Q.C., of the Western Circuit, has been appointed to the recordership of Bristol, vacant by the death of Mr. Kingdon, Q.C.; that the recordership of Exeter, held by Mr. Prideaux, has been conferred upon Mr. A. J. H. Collins, Q.C.; and that Mr. G. D. Warry has been nominated to the recordership of Portsmouth in place of the late Mr. Serjeant Cox.

On Tuesday, at the Middlesex Sessions, Charles Blake, a solicitor at Newport, Monmouthshire, was charged with having obtained £100 from Eugene Wason, a solicitor at 62, Lincoln's-inn-fields, and also having attempted to obtain by false pretences £500 from the same person under circumstances which we have previously stated. The jury found the prisoner guilty, but strongly recommended him to mercy, and he was sentenced by Mr. Prentice to six months' imprisonment, with hard labour.

Societies.

SOLICITORS' BENEVOLENT ASSOCIATION.

The usual monthly meeting of the Board of Directors of this association was held at the Law Institution, Chancery-lane, London, on Wednesday, the 10th inst., the following directors being present:—Messrs. Sidney Smith (in the chair), Asker (Norwich), Brook, Hedger, Mellersh (Godalming), Paterson, Pennington, Rickman, Roscoe, and Veley (Chelmsford); Mr. Eiffe, secretary. A sum of £215 was distributed in grants of relief to necessitous members of the profession and their families; eleven new members were admitted, and other general business transacted.

LAW ASSOCIATION.

At the usual monthly meeting of the directors, held at the hall of the Incorporated Law Society, Chancery-lane, on Thursday, December 4, the following being present, viz., Mr. Desborough (chairman), and Messrs. Boodle, Burges, Burt, Clabon, Finch, Hedger, Scadding, Styan, Tylee, and A. B. Carpenter (secretary), two new members were elected, and the ordinary general business was transacted.

Law Student's Journal.

UNITED LAW STUDENTS' SOCIETY.

A joint debate between the members of the above society and the members of the Law Students' Debating Society, was held at Clement's-inn Hall, on the evening of Wednesday last, when the subject for discussion was "Is it desirable to establish a system of compulsory registration of title to land." Messrs. C. Parsons and R. G. Templer, of the United Law Students' Society, respectively opened and seconded the motion in the affirmative, while Messrs. H. G. Bower and A. E. Hemsley, of the Law Students' Debating Society, replied and seconded the negative. An animated discussion ensued, in which Messrs. T. Bateman Napier (Law Students' Debating Society), A. D. Maclaren (United Law Students' Society), and Neale (Law Students' Debating Society) supported, and Messrs. W. C. Owen (United Law Students' Society) and D. A. B. Collyer (United Law Students' Society) opposed the motion. Mr. C. Parsons replied, and the chairman, Mr. W. Dowson, having summed up, the motion was put to the vote, and lost by a majority of four votes.

BIRMINGHAM LAW STUDENTS' SOCIETY.

A meeting of the above society was held in the Law Library on Tuesday evening, December 2, Mr. W. H. Stanbury in the chair. After the election of new members, and the passing of a resolution entitling honorary members of the society for five years after becoming barristers or solicitors to the same privileges of removing books from the library as ordinary members, on payment of a slightly increased subscription, a debate took place on the following moot point:—"Is a purchaser of real estate bound by a condition of sale which requires him to admit facts which the vendor knows to be untrue?"—*Best v. Hamand*, 48 L. J. Ch. 503; on appeal, 23 SOLICITORS' JOURNAL, p. 754, 27 W. R. 742, L. R. 12 Ch. D. 1; *Broad v. Minton*, 27 W. R. 547; on appeal 23 SOLICITORS' JOURNAL, pp. 557, 815 (article), 27 W. R. 826, L. R. 12 Ch. D. 131. The speakers on the affirmative were Messrs. T. M. Whitehouse, jun., Steere, and Freeman, and on the negative Messrs. O'Connor, Hayes, and B. Smith. After a summing up by the chairman the question was put and carried in the negative. A vote of thanks to the chairman concluded the meeting.

Appointments, &c.

Mr. JOHN DUNNINGTON FLETCHER, barrister, has been appointed Deputy-Assistant Judge of the Middlesex Sessions, in succession to the late Mr. Serjeant Cox. Mr. Fletcher is an M.A. of Christ's College, Cambridge, and he was called to the bar at the Inner Temple in Easter Term, 1845. He practises on the Northern Circuit, and is a magistrate for Middlesex.

Mr. BENJAMIN HARFIELD, solicitor, has been appointed Deputy-Coroner for Southampton, his father, Mr. Robert Harfield, being coroner for the borough.

Mr. THOMAS FREDERICK IVENS, solicitor (of the firm of Ivens & Morton), of Kidderminster, has been elected Clerk to the Kidderminster Burial Board, in succession to Mr. Henry Saunders, deceased. Mr. Ivens was admitted a solicitor in 1859.

Mr. FREDERICK ARTHUR LITTLE, solicitor and notary, of Bombay, has been appointed to act as Government Solicitor and Public Prosecutor for the Bombay Presidency.

Sir CHARLES SARGENT, Knight, one of the judges of the High Court of Judicature at Bombay, has been appointed to act as Chief Justice of Bombay, during the absence of Sir Michael Roberts Westropp. Sir C. Sargent is the youngest son of the late Mr. William Sargent, and he was born in 1821. He was formerly fellow of Trinity College, Cambridge, where he graduated as fifth wrangler in 1843. He was called to the bar at Lincoln's-inn in Michaelmas Term, 1848, and he practised for several years in the Court of Chancery. He was appointed a member of the Supreme Council of Justice of the Ionian Islands in 1858, and Chief Justice of the Ionian Islands in 1860, when he received the honour of knighthood. He has been a Puisne Judge of the Bombay High Court since 1866.

Mr. WILLIAM M. SCHARLEIB, barrister, has been appointed a Police Magistrate for the Town of Madras. Mr. Scharleib was called to the bar at the Middle Temple in Michaelmas Term, 1865, and has been for several years assistant secretary to the Judicial and Legislative Departments of the Madras Government.

Mr. LEOPRIC TEMPLE, Q.C., succeeds Mr. Fletcher as Deputy-Recorder of Liverpool. Mr. Temple is the son of the late Mr. Christopher Temple, Q.C., Chancellor of the County Palatine of Durham, and judge of county courts in Lancashire. He was called to the bar at Lincoln's-inn in Easter Term, 1843, and is a member of the Northern Circuit. He was, for several years, one of the revising barristers for Lancashire, and became a Queen's Counsel in 1872. Mr. Temple is a bencher of Lincoln's-inn. He is the author (jointly with the late Mr. Tompson Chitty) of a work on "The Law of Carriers," and he was one of the editors of the last editions of "Chitty's Precedents of Pleading."

Mr. JOHN CHARLES WARNES, solicitor (of the firm of Lawton & Warnes), of Eye, has been appointed Clerk to the Hertsmere Board of Guardians, Assessment Committee, Rural Sanitary Authority, and School Attendance Committee, and also Superintendent Registrar for the district of Hertsmere.

. In our issue of the 15th ult., Mr. Thomas Stephenson, solicitor, is stated to have been chosen Mayor of Beverley. The gentleman elected to the above office is Thomas Stephenson, Esq., of Beverley, who is not connected with the firm of Eldridge & Stephenson.

DISSOLUTIONS OF PARTNERSHIP.

RICHARD HUNTER, JOHN HUNTER, EDMUND CHILD HAYNES, ARTHUR JOHN CAMPBELL GWATKIN, and ROBERT LEWIN HUNTER, solicitors, 9, New-square, Lincoln's-inn (Hunters, Gwatkin, & Haynes). October 1. (*Gazette*, December 5.)

MASKELL WILLIAM PEACE, HENRY ACKERLEY, and WILLIAM APPLETON, solicitors, Wigan (Peace, Ackerley, & Appleton), so far as the said William Appleton is concerned. November 7. Maskell William Peace and Henry Ackerley for the future will carry on the business on their own account under the firm of Peace, Ackerley, & Co. (*Gazette*, December 5.)

WALTER JAMES SCOTT and EDWARD WILKINS, solicitors, North Walsham (Scott & Wilkins). November 29. (*Gazette*, December 9.)

Companies.

WINDING-UP NOTICES.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

BRITISH MINING AND MILLING COMPANY, LIMITED.—Petition for winding up, presented Dec 3, directed to be heard before the M.R., on Dec 13. Musgrave, Queen Victoria st, solicitor for the petitioner.

ELGAR SILVER LEAD MINING COMPANY, LIMITED.—Petition for winding up, presented Nov 29, directed to be heard before the M.R. on Dec 13. Jones and Co, Lincoln's inn fields, agents for Hughes and Sons, Abertynwith, solicitors for the petitioner.

TYNEMOUTH AQUARIUM AND WINTER GARDEN COMPANY, LIMITED.—V.C. Hall has fixed Dec 15, at 12, at his chambers, for the appointment of an official liquidator.

WRECK RECOVERY AND SALVAGE COMPANY, LIMITED.—Petition for winding up, presented Dec 2, directed to be heard before V.C. Malins, on Dec 6. Hewlett, Essex st, Strand, solicitor for the petitioner.

CROWNER WATERWORKS COMPANY, LIMITED.—Petition for winding up, presented Dec 5, directed to be heard before V.C. Hall, on Dec 19. Carrut and Son, Fenchurch st, agents for Hassell, Norwich, solicitor for the petitioners.

SLATE COMPANY, LIMITED.—The M.R. has fixed Dec 19, at 12, at his chambers, for the appointment of an official liquidator. (*Gazette*, Dec. 9.)

COUNTY PALATINE OF LANCASTER.

LIMITED IN CHANCERY.

WHOLESALE STORES, LIMITED.—By an order made by the V.C., dated Dec 1, it was ordered that the voluntary winding up of the above stores be continued, and that James Eckerley, Hanging Ditch, Manchester, be appointed to act jointly with Charles Fairclough, as additional liquidator, Hulme and Co, Manchester, solicitors for the petitioner.

(*Gazette*, Dec. 9.)

Solicitors' Cases.

HIGH COURT OF JUSTICE.

COMMON PLEAS DIVISION.

(Before GROVE and LOPEZ, JJ.)

Dec. 11.—*Re a Solicitor.*

In this matter a rule had been granted, at the instance of the Incorporated Law Society, calling upon the solicitor to show cause why he should not be struck off the roll, upon the ground that he had been convicted at the Birmingham Quarter Sessions for obtaining money by false pretences, and sentenced to three months' hard labour.

Murray now moved that this rule should be made absolute, and stated that the solicitor had written to Mr. Justice Grove asking that the case might stand over until he was released from prison in January next. This application he (Mr. Murray) was instructed to oppose.

GROVE, J.—If such a precedent were once established, solicitors who are sent to prison for a criminal offence would practically have an indefinite time for showing cause.

Murray.—And there is no precedent for such an application; in fact, there is authority against it.

LOPEZ, J.—And there would be this inconvenience, that a solicitor whilst he was in prison could carry on his profession by means of a clerk.

Murray.—Many inconveniences would arise from this course being adopted, and, further, it should be remembered that formerly a conviction against a solicitor was sufficient for at once granting a rule absolute.

GROVE, J., thought that this rule should be made absolute. It was an irregular thing for this solicitor to write to a judge; and besides he did not say what his defence would be, but only that when out of prison he would have more time to prepare his defence. If they were to permit the delay asked for, it would lead to this, that a solicitor convicted of an offence would not be struck off the roll until the time of his punishment had expired. Such a practice would lead to great inconvenience.

Rule absolute.—*Daily Telegraph.*

Creditors' Claims.

CREDITORS UNDER 22 & 23 VICT. CAP. 25. LAST DAY OF CLAIM.

ADAMS, ALLAN NOBLE, Union grove, Clapham, retired Lieutenant-Colonel. Dec 20. Saunders and Co, King st, Chapside
BARNES, DENNIS GEORGE, Coventry, Gent. Dec 31. Davis, Coventry
BEALING, JOHN, Liebfield, Brewer. Dec 25. Bower and Co, Birmingham
BOW, WILLIAM, Ipswich, Gent. Jan 7. Westhorp, Ipswich
DAVY, JOHN HENRY, Long Acre, Printer. Jan 15. Gole, Lime st
DEKED, JULIUS, The Vicarage, Marden, Kent. Jan 14. Philpott and Wood, Cranbrook
GIBSON, HENRY JAMES, Mining lane, Chemical Merchant. Dec 31. Tippetts and Co, Great St Thomas Apostle, Chapside
GRADY, GEORGINA LUCY, Elton, Limsrick. Dec 31. Manning, Great George st, Westminster
GRAY, SAMUEL, sen, Harborne, Stafford, Farmer. Jan 1. Rowley, Birmingham
GLAON, HENRY, Timperley, Chester, Gent. Jan 5. Whitworth, Manchester
GREEN, ANNE ELIZA, The Mount, Hadley. Jan 7. Wilde and Co, College-hill
HARRIS, HENRY, Leadenhall st, East India Agent. Jan 31. Holbrook, Chapside
HARRIS, WILLIAM, Croydon, Surrey, Builder. Jan 23. Drummonds and Co, Croydon
HARRISON, JOHN VICKERS, Steward's-terrace, Battersea Park, Painter. Dec 31. Whately and Co, Chancery-lane
HEADINGTON, WILLIAM, White Waltham, nr Maidenhead, Farmer, Dec 26. Clutton and Haines, Serjeant's-inn, Fleet st
HENDERSON, REV. JAMES HENRY, Ipswich, Clerk. Jan 7. Westhorp, Ipswich
HIRST, WILLIAM, Woodhouse, Leeds. Jan 1. Middleton and Sons, Leeds
HOLE, EMANUEL, Broadwoodwider, Devon, Retired Farmer. Dec 31. White and Dingley, Llaneston
HUGHES, JAMES WILLIAM WYNN, Henblas, Denbigh, Gent. Jan 1. Lloyd and Roberts, Ruthin
KEARLEY, THOMAS HARVEY, Green st, Grosvenors sq, Esq. Jan 1. Park and Co, Essex-st, Strand
KIDD, ROBERT, North Shields, Solicitor. Feb 1. Ingledew and Dagget, Newcastle-upon-Tyne
MA-SON, EDITH, Lee, Kent. Jan 15. Gole, Lime st
MCLACHLAN, ARCHIBALD, Hatherley Hall, Cheltenham, Esq. Dec 31. Rose and Fry, Great George st, Westminster
MILLS, CHARLES, Plumstead, Kent, Farmer. Dec 20. Hudson and Co, Bucklersbury
NEWSON, ELIZABETH GOSNALL, Ipswich. Jan 7. Westhorp, Ipswich
NUTTALL, JAMES, Todmorden, York, Cotton Spinner. Jan 6. Stansfield and Sager, Todmorden
RYON, JAMES, Sherboro rd, Stamford Hill, Brushmaker. Dec 31. Elwes and Sharpe, Fudnall's-inn
REYNOLD, JUDITH ELIZABETH, Newbold, nr Chester. Jan 16. Davies, Denbigh
ROWE, JANE, Rotherfield st, Islington. Dec 31. Tippetts and Co, Great St Thomas Apostle, Chapside
RUSSELL, SUSAN, Park st, Grosvenor sq. Dec 31. Western and Sons, Essex-st, Strand
SCHELL, PAUL, Kentish Town rd, Cabinet Maker. Jan 25. Smith, Staple-inn
SCOTT, MARY, Newport, Salop. Dec 26. Heane, Newport
SMITH, FRANCES ANNE, Gloucester terrace, Hyde Park. Jan 15. Bromley, Bedford-row
SMITH, JANE, Eaton sq. Jan 1. Freshfields and Williams, Bank buildings
SYMMONS, JOHN, Balsham, Cambridge, Farmer. Jan 17. Francis and Francis, Cambridge

[Gazette, Nov 28.]

ARCHER, HENRY, West Hill, Putney, Tobacco Manufacturer. Dec 9. Kesno and Maryland, Mark-lane
AUSTIN, THOMAS, Brighton, Timber Merchant. Jan 31. Stevens and Son, Brighton
BANKS, AMELIA, Leghorn, Italy. Jan 15. Peacock and Goddard, South sq, Gray's-inn
BELL, JAMES, Liverpool, Grocer. Dec 30. Bellringer and Cunliffe, Liverpool
BENNETT, ELIZABETH, Priory House, Dudley. Jan 13. Coldicott and Co, Dudley
BLAKE, GARSON, Great Yarmouth, Merchant. Jan 1. Palmer, Great Yarmouth
BOYD, CORDELIA ANNA MARIA, Sussex gardens, Hyde Park. Feb 1. Donville and Co, New sq, Lincoln's-inn
BRADY, PATRICK, Barrow-on-Soar, Leicester, Gent. Jan 1. Stone and Co, Leicester
BURGOYNE, THOMAS, Stratford pl, and Oxford st, Esq. Jan 8. Burgoynes and Co, Oxford st
CHALMERS, JOHN FRANCIS, Ham, Surrey, Esq. Jan 15. Burrows and Burton, Jersey st
CHARLTON, MARK, Priory House, Dudley. Jan 13. Coldicott and Co, Dudley
COOPER, REV. HENRY, Nunington, York, Clerk. Jan 9. Ware, York
DIPNALL, SIDNEY SMITH, Lewisham High rd, Esq. Jan 14. Reyroux and Co, Cannon st
FRASER, WILLIAM CORBETT MACLEOD, Gosport, Hants, Outfitter. Jan 1. Blake and Reed, Portsea
GILLMAN, ANDREW, Sherland pl, Twickenham, Law and Parliamentary Agent. Sherry, Chapel st, Bedford-row

HARRILL, THOMAS, Weston-super-Mare, Gent. Dec 31. Chapman, Weston-super-Mare
HIND, HARRY, Bradford, York, Merchant. Feb 1. Dubois, King st, Chapside
HOWARD, JOSEPH, Colketh, Lancaster, Farmer. Dec 31. Nicholas and Co, Warrington
HUISSEN, MARIA AGATHA THERESA, Eastbourne, Sussex. Jan 1. Saxton and Morgan, Somerset st, Portman sq
HUTCHINSON, FRANCIS, Thirsk, York, Nursery Gardener. Jan 15. West, Thirsk
ILLINGWORTH, WILLIAM, Halifax, Gent. Jan 7. Craven, Leeds
MOSS, BET-ET, The Groves, York. Dec 31. Dent, York
NELSON, HORATIO, Pendleton, Manchester, Beerhouse Keeper. Dec 22. Potter and Lowe, Manchester
NEWPORT, WILLIAM GEORGE, Bristol, Hotel Keeper. Jan 3. Stone Dix, Bristol
OOLERY, SAMUEL, Llandudno, Carnarvon, Lithographer. Dec 31. Chamberlain, Llandudno
PHILLIPS, JOHN PHILLIPS ALLEN LLOYD, Dale Castle, Pembroke, Esq. Feb 1. Evans, Haverfordwest
PHILLIPS, WATT, St. Clears, Carmarthen, Innkeeper. Dec 31. Curtis, Neath
PRICE, HENRY NEWELL PRICE, Union Grove, Clapham, Gent. Feb 4. Nickinson, and Co, Chancery lane
RIMMER, ROBERT, Birkdale, Lancaster, Gent. Feb 25. Ramwell and Co, Bolton
ROBERTS, JOHN, Leeds, out of business. Jan 1. Hill, Halifax
ROGERS, HENRY, St Martin's ct, St Martin's lane, Miscellaneous Dealer. Dec 27. Ikin, Lincoln's-inn-fields
THOMPSON, JOHN, King st, West Hammersmith, out of business. Jan 26. Foster, Queen st pl
WALSH, THOMAS SELBY, Halifax, Card Maker. Jan 1. Wavell and Co, Halifax
WILLIAMS, CLEMENT, Rangoon, British Burmah, Surgeon. Jan 10. Williams, Laurence Pountney Hill
WILLIAMS, THOMAS, Wrexham, Wine and Spirit Merchant. Jan 1. Hughes, Wrexham
WILSON, THOMAS, Northwillingfield, Derby, Yeoman. Dec 31. Jones and Middleton, Chesterfield
WOODWARD, GEORGE, Hartham rd, West Holloway, Wholesale Grocer. Dec 31. Carter and Bell, Eastcheap
WOODIAMS, JOHN, Littlehampton, Sussex, Corn Merchant. Jan 31. Stevens and Son, Brighton

[Gazette, Dec 2.]

County Courts.

WAKEFIELD.

(Before Mr. SERJEANT TINDAL ATKINSON, Judge.)

Nov. 6.—Foster v. Bentley and others.

Master and Servant—Agreement—Mutuality.

HIS HONOUR, in giving judgment, said that the defendants, who are extensive brewers and wine merchants at Oulton and Leeds, were desirous in the early part of 1878 to supply military officers' messes and regimental canteens with ales and spirits, and with this view advertised for a suitable traveller. The plaintiff, who had formerly held a commission in the army, but had retired from the service, replied to the advertisement, and on the 25th of May the defendants wrote to the plaintiff offering a salary of £150 a year to commence with. To this on the 31st the plaintiff replied asking whether the engagement was to be for any fixed time. He asked this because he would have to give up his house and remove his family to a long distance, and were the engagement to be for only a few months, it would be hardly worth his while to take it. On the 3rd of June the defendants wrote, "We propose that you should come to us for twelve months certain, and for a continuous engagement if your labours meet with any success." On the following day the plaintiff wrote to the defendants saying, "I beg to say I am quite satisfied with the proposals you make." On the 26th of June the defendants wrote, "When will you be able to come down here?" On the 16th of September the plaintiff replied, apologising for the delay and stating that he trusted to make up for lost time by increased exertions and diligence. In answer to this the defendant H. Bentley replied, "I certainly thought, not hearing from you, that you had given up all idea of coming to us, and I am glad to hear this is not the case. I expect to be at home on Monday or Tuesday when I shall be glad to see you and make arrangements for your commencing work for us." An interview took place between the plaintiff and Mr. Bentley on the 25th of September, when it was arranged that the plaintiff should at once commence travelling for the defendants. The plaintiff entered upon his duties, and matters went on until the month of February, 1879, when the defendants made some complaints of the amount of travelling expenses charged by the plaintiff. Some correspondence on this subject took

place, and in May the defendant, Mr. H. Bentley, told the plaintiff that he had determined to give up the army business, as it was not paying. The 3rd of June was not far off, and when it arrived the plaintiff's engagement would expire, and it would not be continued. On the 10th of May the defendants' clerk or manager, R. J. Hudson, wrote to the plaintiff, saying—"Following the conversation Mr. Bentley had with you last Monday, he has this morning instructed me, on his behalf, to write, and say that he will not require your services after the 3rd of June, being the completion of your year's engagement." In reply the plaintiff urged that the engagement did not terminate till the 25th of September, that being the date in 1878 when he commenced work. He had received salary up to the 3rd of June, and claimed his accruing salary to the 26th of September. It was contended by Mr. Warren, for the defendants, that the letters which had passed between the parties showed an agreement on the part of the defendants to employ the plaintiff as their traveller for twelve months. There was no agreement on his part to serve for that period, and therefore the contract of service was bad for want of mutuality of obligation. The answer to this objection, it appears to me, is found in the language used by the defendants in their letter of the 3rd of June, "We propose that you should come to us for twelve months certain," and the reply of the plaintiff, "I am quite satisfied with the proposal you make; that is, I accept your offer to enter into your employment for twelve months certain." It was difficult to see how the mutuality of obligation to serve for that period could be more clearly expressed by the plaintiff. In all cases of contract it was the intention which had to be ascertained from the language used, and in this case the engagement to employ and to be employed for twelve months was clear and distinct. With regard to the date at which the employment should commence, the interview in September clearly showed that the salary and work of the plaintiff were to commence from that time. The defendants' letter of the 3rd of June mentioned no time at which the service was to be commenced, and it was in the nature of things and the intention of the parties that the plaintiff should have a reasonable time to make arrangements for the removal of his family; and the defendants' letter of the 28th of June clearly pointed to the defendants' knowing that the 3rd of June was not the date at which the employment was to commence, because in their letter of the 26th, that is three weeks afterwards, they ask, "When will you be able to come down?" From the facts and the correspondence in this case his Honour was unable to come to any other conclusion than that there was a valid agreement on the part of the defendants to employ the plaintiff for a year, terminating on the 25th of September, and that by discharging him from their service on the 3rd of June they committed a breach of their contract, and that the plaintiff was entitled to recover the amount he claimed—namely, £45 4s., with costs.

E. Tindal Atkinson, barrister, for plaintiff.

Warren, solicitor, for defendants.

(Before Mr. Serjeant TINDAL ATKINSON, Judge.)

Nov. 18.—*Rhodes and another v. Taylor.*

Master and servant—Wrongful dismissal—Money had and received.

In giving judgment his HONOUR said:—This is an action brought to recover two separate sums of £10 and £15 alleged by the plaintiffs to have been paid by them to the defendant under circumstances which entitle them in law to have them repaid. The facts, as proved at the hearing, were that the plaintiffs carry on an extensive and old-established business in Wakefield as machinists, and being desirous in June, 1878, to secure the services of a manager in their works skilled in the manufacture of American dies and tools, after some negotiation and inquiries from the defendant whether he had left the service of Bliss & Williams, of New York, honourably, which the defendant assured them he had, they engaged the defendant at a salary of £300 a year. The defendant entered into their employment, and in June of that year he was sent to the Paris Exhibition, to inspect the machinery department, and take, where practicable, drawings and copies of machines which were either new in principle or of a character likely to be useful to the plaintiffs in their business. On the defendant's return from Paris and reaching London, he wrote to the plaintiffs on the 19th of October,

telling them he had been offered a partnership in an engineering firm that intended to manufacture American presses and dies, and other kinds of manufacture for which the defendant had been specially engaged by the plaintiffs. On the defendant's return to Wakefield a discussion took place which ended in his giving a month's notice to leave the service. Shortly after—namely, on the 22nd of November, the defendant, accompanied by his present partner, Mr. Bradley, went to the works of a machine maker, Mr. George Broadbent, who had been employed to make some lathes designed by the defendant, and intended for the special work in which he was engaged, and after inspecting them, Bradley gave Broadbent an order for others of the same kind, which have since been supplied to the defendant's firm; and on the same day the defendant offered to Frederick Crowcroft, the plaintiff's foreman, who had been in their service thirteen years, "extra pay" if he, when the defendant left, would come to him. Crowcroft took time to consider, but ultimately declined the proposal. At an early part of the defendant's engagement an order had been given by Mr. Newburg, on behalf of a company of which he was manager, for machinery amounting to £800. At the time when the notice to quit the plaintiffs' service was given, a part of the order had yet to be completed, and on Mr. Newburg coming down to the plaintiffs' works on the 30th of October, the defendant, on the Sunday following the 2nd of November, waited upon him, and communicated the fact that he was about to establish himself in the same kind of business as the plaintiffs. He proceeded to say that the plaintiffs would not be able to complete the order after he had left them, and it would be convenient for him (Mr. Newburg) to let him (the defendant) do it. This offer was not acted upon, but other orders have been given to the defendant's firm since. It is admitted by the defendant that at this interview he told Mr. Newburg that the plaintiffs had not got the drawings for the machinery necessary to complete the £800 order, and when asked how it was, he said the reason was that the plaintiffs did not understand the machinery, and would not be able to make it from the drawings; that one of the plaintiffs (W. Rhodes) had the day before distinctly asked him to finish the drawings, and that he had as distinctly told him he would not, alleging as a reason that he did not wish to leave a lot of machinery unfinished in their hands. Evidence was offered to prove that the defendant was dismissed from Bliss & Williams' employment for taking drawings from the works and copying them at his house, a practice expressly forbidden, as was also evidence of a number of failures in the work entrusted to the defendant's hands, on which the counsel for the plaintiffs relied as showing either incapacity or a wilful withholding of the skill and knowledge he had contracted to supply. These are the main facts as they came out at the trial. With regard to the first claim in the particulars, namely, the £10 advanced by the plaintiffs for the journey to Paris, I am of opinion that it is not recoverable. It cannot be said to be money received by the defendant upon a consideration which has wholly failed. The defendant was sent to the Paris Exhibition to inspect and inform himself of any improvements that presented themselves in the special branch of machinery which the plaintiffs manufactured. He made drawings, some of which are in the plaintiffs' possession, and a perforating machine was made from memoranda and observations collected by him during his visit to the exhibition, and upon a settlement of these travelling expenses there is an allowance in the handwriting of Mr. Wm. Rhodes of this £10, made after a full inquiry into the facts. I am therefore of opinion that the claim for the repayment of this £10 cannot be supported. With regard to the second item of £15, the right to recover this by the plaintiffs depends upon whether the plaintiffs were justified in dismissing the defendant from their service on the 9th of December. In my view of the facts of this case I do not think it necessary that the fact of the defendant having been dismissed from the service of Messrs. Bliss & Williams for the cause alleged, or that he was incapable to perform the work he was employed to do, or that, if capable, he withheld his skill and knowledge to the detriment of his employers, should form part of my consideration in coming to a decision in this case. Nor do I think that what took place on the 22nd of November, when the defendant met

his intended partner Bradley at Broadbent's works to inspect the lathe ordered by the plaintiffs, should form an element in my decision. In my view of this case there are three distinct facts proved, any one of which entitled the plaintiffs to dismiss the defendant from their service. As between the employer and the employed good faith is of the very essence of the contract of service, any act on the part of the servant done with a view of promoting his own interests at the expense of his employers is sufficient at the will of the latter to dissolve the contract. There is no doubt, whatever may be thought from a moral point of view, that a servant may canvass his master's customers to employ him after he has left the service, but the moment he steps beyond this, and solicits the customer to withdraw an existing contract made with the employer, and to transfer either the whole or a part to him after he has left the service, it constitutes a breach of faith, and is a wilful disregard of his duty, and whether known to his employer or not is sufficient to justify his dismissal. The fact of the defendant soliciting Mr. Newburg to transfer to him the unfinished part of the £800 contract in my view abundantly justifies his dismissal on the 9th of December. But this fact does not stand alone, the defendant disobeyed a lawful command of his employers when he refused to complete the drawings of this particular contract, and this, without any more, would be sufficient to support this action; and thirdly, the fact of his trying to induce Frederick Crowcroft by the offer of "extra pay" to leave his employers' service and come to him, was an act which, if carried into effect, would be injurious to the interests of the plaintiffs, and such a violation on the part of the defendant of his duty as would, if it stood alone, be sufficient to justify the dismissal. This being the view I have taken of the facts of this case, there must be a verdict entered for the plaintiffs for £15, with costs on the higher scale.

E. Tindal Atkinson, for plaintiff.
Banks, for defendant.

Court Papers.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	COURT OF APPEAL.	MASTER OF THE ROLLS.	V. C. MALINS.
Monday, Dec. 15	Mr. Cobby	Mr. Latham	Mr. Pemberton
Tuesday 16	Jackson	Leach	Ward
Wednesday 17	Cobby	Latham	Pemberton
Thursday 18	Jackson	Leach	Ward
Friday 19	Cobby	Latham	Pemberton
Saturday 20	Jackson	Leach	Ward

	V. C. BACON.	V. C. HALL.	Mr. Justice Fry.
Monday, Dec. 15	Mr. Merivale	Mr. Clowes	Mr. Teesdale
Tuesday 16	King	Koe	Farrer
Wednesday 17	Merivale	Clowes	Teesdale
Thursday 18	King	Koe	Farrer
Friday 19	Merivale	Clowes	Teesdale
Saturday 20	King	Koe	Farrer

HIGH COURT OF JUSTICE.

LONDON.—MICHAELMAS SITTING, 1879.

LIST OF ACTIONS FOR TRIAL.

(Continued from page 115.)

Q B 280	Great Britain Mutual Life Assurance Society (Prideaux and Son) v Wright (Darley and Co)
C P 281	E and W India Dock Co (Freshfields and W) v Hilbery (F W and H Hilbery) SJ
Ex 282	Price, Hickman and Co (Rollitt and Sons) v Hartman (Pritchard and Sons)
Ex 283	Mayor, &c, of Hanley (Norris A and C) v Peake (C J Inglis)
Ex 284	Howell (J W Talbot) v London, Brighton and South Coast Railway (Norton, B and Co), SJ
Ex 285	Taylor (H W Christmas) v Cooley (Shepherd)
Q B 286	Debenham and anr (Boyce and R) v Mellon (J C Button and Co)
Ex 287	Harwitz and anr (W G Morris) v Matthews and Co (E Jukes)
Q B 288	Jewitt (W Stubbs) v Warrington (W S Warrington)
C P 289	Watson (Argles and A) v Eley and Cobb and Thorley's Cattle Food Co (W Eley)
Ex 290	Lander (H W Christmas) v France (Lewis and Watson)
C P 291	Sedger (Lowless and Co) v Lound (A Price)
C P 292	Vallance (Argles and A) v Peto (Cope and Co) SJ

Q B 293	Stone (Sandilands, H and A) v Eaton (Maples, T and Co), SJ
Ex 294	Whitbread (J S Lickorish) v Wieland (C M Elborough)
C P 295	Hudson, Bros (Russel, Son and S) v Totzman and Co (W F Morris)
C P 296	Watson (Argles and A) v Eley and Cobb (W Eley)
Q B 297	Ross and Co (F Bradley) v Stewart (Storey and Co)
Ex 298	Gold and anr (A Arnott) v Vigour (Gregory R and Co)
Ex 299	Loving, trustee, &c (Rooks and Co) v Salter and anr (S Button and Co), SJ
Ex 300	Metropolitan Bank lmd and anr (Newman, S and H) v Pooley (Kaye and Co)
C P 301	de Ricaumont (J T Davies) v Wilson and anr (Carey, W and De P)
Q B 302	Bedford Pyts Colliery, lmd (Simpson, H and Co) v Roberts (J H Lydall)
Q B 303	Same (Same) v Dixon (Same)
C P 304	Roberts, trading, &c (Hollams, Son and C) v Breffitt (J R Tindale)
Ex 305	Beckwith and anr (Bristow and S) v Pearson (Sorrell and Son)
Ex 306	Barrett (Jackson and P) v Billingham (Wilkins, B and F)
C P 307	Suffield (Bridger and C) v Wieland, sued, &c (C M Elborough)
Q B 308	Raschen and Co (Stibbard, G and Co) v Niesigh and anr (R Hesham) SJ
Ex 309	Treadit (Hunter and D) v Fairrie (E Johnson)
Ex 310	Damoulin and anr (Collyer-Bristow, W and R) v Greame (A R Oldman)
Ex 311	Hoare (F Heritage and Co) v Durrant (W Tanner)
C P 312	Hood (Piesse and Son) v Andrews (W G Morris)
Q B 313	Greene (Elmslie, F and S) v Vardon (Janson, C and P), SJ
C P 314	Holmes (Pyke and M) v Inglis and White (Oehme and S), commission
C P 315	Perigal (Hill, Son and R) v Thompson (W Moon), without jury
Ex 316	Pannure, Gordon and Co (Lyne and H) v Honeyman (W F Farmer), without jury
Ex 317	Ems (C Mossop) v Ellis (J P May)
C P 318	Cooper (Crook and S) v Rutherford (Billinghurst and W)
Ex 319	Hastings, trustee, &c (H W Christmas) v Green (Webster and G)
Q B 320	Brooker (W Beck) v Hay (Walker, B and W)
Q B 321	Brandt and ors (Goldberg and L) v Craig and anr (Roberts and B), commission
C P 322	Orange and anr (Pitman and S) v White (G L P Eyre and Co)
Ex 323	Lefever (Newman, S and H) v Fanshawe (J W Sykes), SJ
Q B 324	The Protector Endowment Loan and Annuity Co (T H Devonshire) v De Beauchese (Lindo and Co)
Q B 325	Fass (Goldberg and L) v Lippert and ors (Druce, Sons and J), SJ
C P 326	Heymanson (J E Hetley) v Flatau (R Montagu), SJ
Q B 327	Pewtress (J Rae) v Yeo (Lowless and Co)
Ex 328	Comptoir d'Escompte de Paris (Lyne and H) v Bosdet, Forman and Co (Baker and N), SJ
C P 329	Rance (T Baddeley and Son) v Brazier (G Reader)
C P 330	Boyer (Angell, I Terry and P) v Great Eastern Railway Co (C A Curwood), SJ
Ex 331	Davis (Hogan and H) v Brooks (A J Miles)
Q B 332	Shepherd (Cunliffe, B and D) v The Brocksbank Shipping Co, lmd (Kisch, Son and H)
C P 333	Seaward and anr (E W Parkes) v Cook and Co (Thomson, Son and B)
C P 334	Cawthorn and anr (Lowless and Co) v Walton (W A Oliver)
Ex 335	Farnill and ors (Stophar and R) v Jarvis and anr (Bell, B and G)
Q B 336	Harrowing (Ingledeed and I) v Carnegie (Lyne and H)
Q B 337	Dixon (Goldberg and L) v Northfleet Chalk Quarries, lmd (Hughes and Co), SJ
Q B 338	Wilson (Jno Nichols) v Great Western Railway Co (R R Nelson)
Q B 339	Johnson, Phillips and Co (Wolferstan, A and J) v Espinosa (C O Newman)
Q B 340	Signal Engineering Co (Bircham and Co) v Werderman and ors (Ellis, M and Co)
Q B 341	Nash and anr (Nash and F) v Lund (J P Woulfe)
C P 342	Marshall (Allin and G) v Cusden (Carr, F and C)
C P 343	James (Batey and W) v Capital and Counties Bank of Threadneedle Street, and Robins, garnishees (Bradby, R and Son)
C P 344	Croft Stone Quarry and Brick Co (Field, R and Co) v Salisbury and Co (Schultz and Son)
C P 345	Evans (Stoecken and J) v Pothomer (Ingledeed and Co), commission
Q B 346	Austin and anr (N L Poonock) v Galmoye (Galmoye and Co)
Ex 347	Matthews and ors (Cunliffe, B and D) v Trehanne (Ingledeed and Co)
Q B 348	Horsley, Kibble and Co (Stibbard, G and Co) v J Hunt (Burrige, H and W)
Q B 349	Rhind and Son (Same) v Wood, sued with ers (E Woodard)
Ex 350	Bennett and Co (Leuroyd, L and P) v Parkin (J W Marsh)
Q B 351	Capper and Co (Ingledeed and I) v Oleson and Co (Torr and Co), SJ
C P 352	Stark (Wild, B and W) v Harding (Hardwick and J)
Q B 353	Danealberg and ors (Philbrick and C) v Adamson and anr (Hollams, Son and C), SJ
Q B 354	Dorington and Co (C H Hodgson) v Jowett (H Wood)
C P 355	Sheward (Allen and Son) v Metropolitan and St. John's Wood Railway Co (Burchells)
C P 356	Skoines (J E Betts) v Sleaford Gas Co, lmd (Taylor, R and Co)
Ex 357	Middle and Wife (H W Christmas) v Butterworth (H Shepherd)

Q B 358 Pash (T D Pettiver) v Lency and ors (W H B Pain)
 Ex 359 Baker (R B Johnson) v Lon. Brighton, &c., Ry. Co. (Norton, R. and Co)
 Q B 360 Bates and Sons (Hollams, Son and C) v Merritt and Ashby (Munn and L)
 Ex 361 Stephens (Hughes, H, B and T) v McIsaac (Vallance and V) stayed
 Ex 362 Smith (G B B Norman) v Coleman (C M Roche)
 Q B 363 Evans (T Noton) v Bowers (Baker, B and H)
 Q B 364 Eastwood and Co, limd (Ingledew and I) v Shepherd (W Moon)
 CP 365 Lady Llanover (Freshfields and W) v The Ebbw Vale Steel, &c., Co, limd (Robinson, P and S), SJ
 CP 366 Donithorne (Wild, B and W) v Bolton (Gadsden and T)
 Ex 367 Upton (W R Preston) v Sprange (J W Heritage)
 Ex 368 Bilton (Same) v London and St. Katherine Docks Co (W M Hacon)
 Ex 369 Preston (S H Webb) v Walter, suad, &c. (J Geaussen)
 Ex 370 Dudgeon and Co, limd (W R Preston) v Casey and Nixon and Howard and Co (J Neal; Parker and Co)
 Ex 371 Lovering (Rooks and Co) v Smith (Few and Co)
 Q B 373 Macree (M H Ogle) v Budgett (Tillyard and G)
 Ex 373 The Licensed Victuallers Employees Guarantee Association limd (H W Christmas) v Smith (G B B Norman)
 Ex 374 Seard (Same) v Cowley (G S Hare)
 Q B 375 The Agricultural Auction Agency Co, limd (Rooks and Co) v Squire, Dale and Co (J Shiers)
 Ex 376 Glynn, Currie and Co (Murray, H and S) v E and W Indin Dock Co (Freshfields and W), SJ
 Ex 377 Same (Same) v London and St. Katherine Docks Co (W M Hacon), SJ
 Q B 378 McNally and anr (Morley and Shirreff) v Joyce and Co (Chorley and Co), without jury
 Q B 379 Wilson (Same) v Luxton (H Luxton), without jury
 Ex 380 Cooper, Trustee, &c (Linklater and Co) v Wallace, trustee, &c (Stocken and J)
 Ex 381 Prosser (G Rose, Innes and Son) v Caslon and Co (Curtis and R)
 Q B 382 Oppenheimer and anr (Emmanuel and S) v Nollen, Henry and Co (Carpenter and Sons; W R Preston), SJ
 CP 383 Pink (Miller, Smith and B) v Lawes and ors (W H Sturt)
 Q B 384 May and ors (Scott and B) v Woodward and anr (G H Oliver)
 Ex 385 Ray (A Leslie) v Barker (T C Russell)
 Ex 386 Searle (Same) v Knollys (J C Stogen)
 CP 387 Warehousemen, &c., Building Society (C Sawbridge) v Glover and Moscard (Lindsay, M and G)
 Q B 388 Rylands and Sons, limd (J Nicholls) v Ward (Blake and S)
 Q B 389 La Societe Generale (M Abrahams and R) v Newell and ors (West, K, A and Co)
 CP 390 Hopper (J T Davies) v Maughan (W H Roberts)
 Q B 391 Linton (Chester, M H and B) v Rogers (J Rae), SJ
 Q B 392 Bullivant (Newman, S and H) v Warrington Iron Works, limd (Walker, Son and F)
 CP 393 Barnes (G M Wetherfield) v Harris and ors (G Brown and Sons)
 Ex 394 Kerley (A Kerly) v Landan (H Gething)
 CP 395 Sweeney (F W and H Hilbery) v Hooper's Telegraph Works (Tilleard, G and H)
 CP 396 Murdock (Same) v Abbott (E Newman)
 Ex 397 Lee (H Christmas) v Gt. Northern Railway Co (Nelson, B and Co), SJ
 CP 398 Bartington (Sorrell and Son) v Keane (Collette and C)
 CP 399 Lazarus and ors (E W Parkes) v Wariski and ors (B J Abbott)
 CP 400 Pielschick (W H Roberts) v Barangah Oil Refining Co, limd (Rooks and Co)
 CP 401 Davies and anr (Smith, D and Co) v Briggs and Co (Shum, G and Co)
 CP 402 McCulloch and ors (Tilleard, G and H) v Palestine (F L Soames), SJ
 CP 403 Lewis (Pyke and M) v Ward and Tomkins (H W Christmas)
 CP 404 Russell and anr (W A Crump and Son) v McDougall Bros. (Baker and Nairne)
 Q B 405 Berliner (Goldberg and L) v Royle and anr (G S Hare)
 Ex 406 Bedford (Terrell and H) v Bosanquet (S Mullens)
 Ex 407 Wilkins (Same) v Osborne (T L Hague)
 Ex 408 Societe Generale de Credit Industriel et Commercial (Trueitt and G) v Vander Zee (Simpson and C)
 Q B 409 Little (F Carter) v Hall (Miller and M)
 Q B 410 Geen (W Beck) v Star Navigation Co, limd (Freshfields and W)
 Ex 411 Andrews (Grain and N) v Bury and ors (Gush and P), SJ
 CP 412 Tayloe (J W Few) v Butcher (Storey and C)
 Ex 413 Beverley (Roscoe, H and S) v Graddon (W H Lydall)
 CP 414 Porens (Farnfields) v Roy Bros. (Keene and M)
 Q B 415 Morgan (Ingfield and I) v Campbell, Heatley and Co (Parker and Co)
 CP 416 Burnard (Waltons, B and W) v Rodocanachi (Markby and Co) SJ
 CP 417 Harding and anr (Harries, W and R) v Willans and ors (Phelps, S and Co), SJ
 CP 418 Same (Same) v Bank of Scotland (Ashurst, M and Co), SJ
 Q B 419 Baynes (Bachford, R K and W) v Smyth (Learoyd, L and P)
 CP 420 Beldam (Ley and B) v Gt Eastern Ry Co (C A Curwood), SJ
 Ex 421 Prewett (Champion, R and P) v Simmons (Pittman and S)
 Q B 422 Brown (W Beck) v Taylor (J C Selby)
 Q B 423 Wenham and anr (E Flux and L) v Eddie (Hewitt and A)
 CP 424 Bank of New South Wales (Waltons, B and W) v Merry (Freeman and Co), commission SJ
 CP 425 Smith (Fras. Scott) v Gt Northern Ry Co (Nelson, B and Co), SJ

CP 426 Hawkins (W Carpenter and Sons) v Ferguson and ors (Jas. Gray)
 Q B 427 Gillig (Foss and Legg) v Stoffel (Crook and S)
 Q B 428 Tufts (J McDiarmid) v Stumore and Co (Field, R and Co)
 CP 429 Smith (Jenkinson and O) v Binko (C J Davis)
 CP 430 Fisher (Fras. Scott) v Batch (West, K, A and Co)
 CP 431 Bulman and Dales (Plesse and Son) v Holt (G C Winkworth)
 Ex 432 Warner (J W Sykes) v Lounier (D E Chaudler), SJ
 CP 433 James (W Rawlins) v Great Western Railway Co (R R Nelson), SJ
 Q B 434 Alliance Bank of Simla, limd, and the United Bank of India, limd (Lattey and H) v Carey (Meal and Son)
 Q B 435 Same (Same) v Brine (Tucker, B and Co)
 CP 436 Blackwell (G Lockyer) v Pitt (Sandom, K and K)
 CP 437 Penny (Harries, W and R) v Handley and anr (Farnfields)
 Q B 438 Mason and Son (Simpson and C) v Lindsay (A W Hurrell)
 Ex 439 Oates (J S Lickorish) v Squire Dale and Co (J Shiers)
 Ex 440 Cuddeford and anr (W Gresham and D) Hart (G and W Webb)
 Q B 441 Tinker (Van Sandau and C) v Thomas and Cook (Druce, Sons and J), SJ
 Q B 442 Walker Bros. (Hollams, Son and C) v Midland Ry Co (Beale, M and Co), SJ
 Q B 443 W Walls and Co (Same) v Price's Patent Candle Co (Wilson, B and C), SJ
 Ex 444 Leaver (H W Christmas) v Baker and Sons (Lewis and Lewis)
 Ex 445 Siberberg (In Person) v Mapleson (J and E Gole)
 CP 446 Nickerson and Collister (Waltons, B and W) v Russell, Bateman and Co (Argles and Co), SJ
 Q B 447 Woods and Co (Hollams, Son and C) v James Thompson and Co (Ingledew and Co), SJ
 CP 448 Calnan and anr (T Baddeley and Son) v Green (E Woodward)
 Ex 449 Harvey and Co (Berry and D) v Tripp and ors (In Person)
 Q B 450 Davis (Johnson, U Band A) v Newman and ors (Newman and Co), SJ
 Q B 451 Jones (T H Devonshire) v Monte Video Gas Co (G M Clements)
 CP 452 Irvine (Waltons, B and W) v Warns (F Bradley), SJ
 Q B 453 Fass (Goldberg and L) v Lippert (Druce, Sons and J), 2nd action
 CP 454 Ragosins (Plesse and Son) v Price and Co (M Shephard), SJ

PUBLIC COMPANIES.

Dec. 11, 1879.

RAILWAY STOCK.

	Railways.	Paid.	Closing Price
Stock	Bristol and Exeter	100	—
Stock	Caledonian	100	101½
Stock	Glasgow and South-Western	100	82
Stock	Great Eastern Ordinary Stock	100	59½
Stock	Great Northern	100	122½
Stock	Do., A Stock*	100	115
Stock	Great Southern and Western of Ireland	100	115
Stock	Great Western—Original	100	111
Stock	Lancashire and Yorkshire	100	126½
Stock	London, Brighton, and South Coast	100	134½
Stock	London, Chatham, and Dover	100	27
Stock	London and North-Western	100	147
Stock	London and South Western	100	134
Stock	Manchester, Sheffield, and Lincoln	100	81½
Stock	Metropolitan	100	122½
Stock	Do., District	100	83
Stock	Midland	100	133
Stock	North British	100	79½
Stock	North Eastern	100	149
Stock	North London	100	162
Stock	North Staffordshire	100	53
Stock	South Devon	100	—
Stock	South-Eastern	100	129

* A receives no dividend until 6 per cent. has been paid to B.

The trustees of the Atlantic and Great Western Railroad Company have decided to issue their certificates for 4,500,000 dols. nominal additional first mortgage bonds. These certificates will represent bonds for 137dols. nominal of the new company for every 100dols. nominal first mortgage bonds certificates issued by the trustees. [All interest on the existing first mortgage bonds up to January 1, 1880, is included in the capitalization of interest.] The net proceeds of the present issue is to be used for the improvement of the road-bed, and for a more liberal supply of rolling stock. The price of issue will be forty-eight per cent., payable eighteen per cent. on application, and the balance on January 26, 1880.

PERFECT DAYLIGHT.—USE CHAPPUIS' REFLECTORS.—69, Fleet-street.
 —[ADVT.]—

Fickins, William, Great Hampton, Worcester, Farmer. Dec 20 at 11 at offices of New and Co, Bridge st, Evesham

Foulds, William, Salford, Lancashire, Brush Manufacturer. Dec 16 at 3 at offices of Nadin and Wild, King st, Manchester

Fowler, Henry Josiah, Smethwick, Stafford, Draper. Dec 16 at 11 at offices of Boke, Bennett's hill, Birmingham

Furness, Joe, Garforth, near Leeds, Painter. Dec 16 at 3 at Commercial Hotel, Albion st, Leeds. Kaberry, Pontefract

Gard, Mark, Chadderton, Lancashire, Cotton Spinner. Dec 19 at 2 at offices of Fripp, Clegg st, Oldham

Gen, John, and John Brook, Lindley, York, Woollen Manufacturers. Dec 22 at 11 at Cherry Tree Inn, Westgate, Huddersfield. Haigh, Huddersfield

Gelthorpe, George, Sheffield, Labourer. Dec 19 at 11 at George and Dragon Hotel, Bank st, Sheffield

George, Richard Edward, Bishop's Castle, Salop, Watch Maker. Dec 20 at 2 at offices of Griffiths, Bishop's Castle

Gibson, Hart, Chatworth rd, Clapton pk, Greengrocer. Dec 23 at 3 at offices of Coper, Chancery lane

Gibson, John, Long Crendon, Buckingham, Farmer. Dec 19 at 12 at Spread Eagle, Thame. Maillan, Oxford

Gillier, Richard, Flishing, Cornwall, Fisherman. Dec 16 at 12 at offices of Lane, Avenack st, Falmouth

Goodman, William Henry, Ramsgate, Builder. Dec 19 at 2 at Bull and George Hotel, Ramsgate. Edwards, Ramsgate

Hardy, William, March, Cambridge, Farmer. Dec 18 at 3 at Griffin Road, March. Gaches, Peterborough

Hart, Edmund, South Molton, Licensed Victualler. Dec 22 at 1 at offices of Croase and Co, South Molton. Day, South Molton

Harrison, Apelles, Blackman st, Borough, Glass Merchant. Dec 22 at 3 at offices of Lo-kyer, Gresham bldgs, Basinghall st

Harvey, George, Harwich, Essex, Boot Manufacturer. Dec 22 at 12 at offices of Pollard, St Lawrence st, Ipswich

Hawthorne, Julian, Tufnell park rd, Holloway, Author. Dec 22 at 11 at the Guildhall Coffee house, Gresham st. Carr and Co, Basinghall st

Henderson, George, Richmond rd, Bayswater, Boot Manufacturer. Dec 17 at 2 at offices of Neave, Cheapside

Henderson, William, Manchester, Stone Mason. Dec 13 at 10 at the Hope and Anchor Hotel, Cathedral rd, Manchester. Clemmet, Manchester

Hendler, August, King-ton-upon-Hull, Cabinet Maker. Dec 17 at 1 at offices of Pickering, Parliament st, King-ton-upon-Hull. Low and Co, Hull

Hesketh, William, Liverpool, Architect. Dec 18 at 2 at offices of Harris and G-r-set, Union st, Castle st, Liverpool

Hewitt, John, Streteford, Lancashire, out of business. Dec 18 at 3 at 35, Cannon st, Manchester. Harris, Manchester

Heywood, William, Chagford, Devon, Inkkeeper. Dec 17 at 12 at offices of Fowings and Oakley, Queen st, Exeter. Luse, Exeter

Hill, Robert Ashmore, Six-field Bicycle Manufacturer. Dec 16 at 3 at offices of Webster and Siving, Horthhead, Sheffield

Hillen, Benjamin, Aldborough, Suffolk, Farmer. Dec 22 at 2 at the Bell Hotel, Saxmundham. Gross

Hinden, Walter John, High Wycombe, Bucks, Butcher. Dec 22 at 3 at the Red Lion Hotel, High Wycombe. Rawson, Great Marlow

Hudson, William, Worcester, Iron and Brass Founder. Dec 22 at 3 at offices of Corbett, Avenue House, the Cross, Worcester

Hushe, Robert Rowland, Birkenhead, Joiner. Dec 15 at 2 at offices of Bleakley, Hamilton sq, Birkenhead

Jackson, William, Hummanby, York, Farmer. Dec 19 at 2 at offices of Richardson, Church st, Fife

Jones, Benjamin, Carmarthen, Whitland, out of business. Dec 27 at 11 at offices of Lascelles, North

Jones, Francis, Birmingham, Painter. Dec 15 at 3 at offices of Perry, Ann st, Birmingham

Kearry, John, Rochester row, Westminster, Cheesemonger. Dec 13 at 11 at offices of Wils, St Martin's st, Leicester sq

Keighly, Gilbert, Bradford, York, Worsted Spinner. Dec 18 at 11 at offices of Watson and Dickens, Cheapside, Bradford

Knowles, John, South Stanley, York, Farmer. Dec 19 at 12 at offices of Powell, Albert st, Harrogate

Lea, Thomas, Bilton, St-ford, out of business. Dec 18 at 3 at offices of Dale and Vachell, Bennett's hill, Birmingham

Leonard, Robert, Bristol, Greengrocer. Dec 13 at 11 at offices of Meeres, Nicholas st, Bristol

Liter, Joseph, Bailey, York, Shoddy Dealer. Dec 19 at 10 at offices of Wooler, Exchange bldg., Bailey

MacKenzie, John, Waterton, Northumberland, Master Mariner. Dec 16 at 12 at offices of Gillespie and Co, Westgate rd, Newcastle-upon-Tyne. Purdy, Mowth

Marin, Robert, Hyon, Durham, Grocer. Dec 19 at 3 at offices of Chaires and Co, Grainger st West, Newcastle-upon-Tyne

Mason, Alfred, Ancoats, Manchester, Grocer. Dec 23 at 3 at offices of Chew and Sons, Swan st, Manchester

Melville, James, Manchester, Commission Agent. Dec 22 at 10 at Mitre Hotel, Cathedral gates, Manchester. Rideal, Manchester

Mevey, William, Dudley, of no business. Dec 18 at 11 at offices of Whitehouse, Castle st, Ludgy

Millington, Richard, Leicester, Chester, Boot and Shoe Maker. Dec 18 at 3 at offices of Be-thens and Danger, Castle st, Liverpool

Moely, Mary, Moss Side, Lancaster, Milliner. Dec 17 at 3 at offices of Lamb, St Peter's sq, Manchester

Mothersill, James, sen, Manchester, Linen Manufacturer. Dec 19 at 11 at offices of Boote and Edgar, Booth st, Manchester

Milesater, George, Birmingham, Boot and Shoe Manufacturer. Dec 16 at 12 at offices of Butler and Bickley, Bennett's hill, Birmingham

Muiraney, Hugh, Manchester, Grocer. Dec 18 at 3 at offices of Shipby and Field, Manchester, Grocer. Dec 19 at 12 at County Court Office, Winckley st, Preston. Fryer, Preston

Myers, Frederick, Leicester, Grocer. Dec 19 at 12 at County Court Office, Winckley st, Preston. Fryer, Preston

Myers, Isaac, Roundelidith, Furniture Dealer. Dec 15 at 3 at offices of Browne and Co, Queen st, Cheapside. Barnett, Palmerston bldgs, Old Broad st

Newman, James, Bathford, Somerset, Baker. Dec 18 at 12 at offices of Witon and Sons, Westgate bldg, Bath

Nias, Thomas, Heston, nr Hounslow, Builder. Dec 17 at 2 at the Townhall, Brentford. Pocock, Basinghall st

Nicholas, John, sen, Lower Hegdon, Hereford, Farmer. Dec 16 at 2 at offices of Cave, Bromyard

Nixon, Sarah, Newcastle-upon-Tyne, out of business. Dec 12 at 2 at offices of Sewall, Grey st, Newcastle-upon-Tyne

Norton, Robert, Montacute, Somerset, Farmer. Dec 16 at 12 at offices of Watts, Yeovil

Osborn, William, Burwash, Sussex, Market Gardener. Dec 23 at 12 at the Camden Hotel, Tunbridge Wells. Philcox, Burwash

Nutter, George, Gillett st, Kingsland, Zinc Worker. Dec 12 at 11 at offices of Goatly, Westminster Bridge

Pearl, Edwin John, Wickford, Essex, Farmer. Dec 13 at 2 at the Lion and Lamb Hotel, Duke st, Chelmsford. Peckham and Co, Knight Rider st, Doctors' commons

Pennington, Frederick, Newton-le-Willows, Lancaster, Nurseryman. Dec 22 at 2 at offices of Darlington and Sons, King st, Wigan

Peterson, Benjamin, Leyland, Lancaster, Builder. Dec 19 at 3 at offices of Whitfield, Townhall, Chorley

Pomroy, Walter Joseph, Wrotham, Kent, Farmer. Dec 22 at 1.30 at offices of Knoch, London rd, Sevenoaks

Pyrah, William, Bradford, York, Builder. Dec 17 at 3 at Alexandra Hotel, St Helen rd, Bradford. Berry and Robinson, Bradford

Quay, Robert Frederic, Bethnal green rd, out of business. Dec 22 at 10.30 at offices of Gresham, Fenchurch st

Redfern, John, Abercrombie villas, Hampstead, School Proprietor. Dec 22 at 3 at Mullens' Hotel, Ironmonger lane. Downing, Basinghall st

Reed, George Owen, Eastbourne, Sussex, Cartman. Dec 17 at 11 at Gildridge Hotel, Terminus st, Eastbourne. Kirland, Eastbourne

Richardson, Edward, Oldham, Tailor. Dec 18 at 3 at offices of Hauchett and Watson, Church lane, Oldham

Rickerby, John, York sq, Stepney, Seed Merchant. Dec 15 at 2 at Masons' Hall Tavern, Masons' avenue, Basinghall st. Bassett, City rd

Riley, John, Northwich, Chester, Baker. Dec 15 at 1.30 at Patten Arms Hotel, Warrington. Green and Dixon, Northwich

Roberts, Richard, Pentreucha, Denbigh, Farmer. Dec 19 at 12 at Castle Hotel, Conway. James, Llanrwst

Salmon, Charles Whipple, Bishopston, Gloucester, Accountant. Dec 15 at 11 at offices of Nurse, Corn st, Bristol

Sexton, John, Gwestry, Salop, Grocer. Dec 19 at 12 at Wrexham Hotel, Church st, Oswestry. Bradley, Wrexham

Slott, John, Wolverhampton, Licensed Victualler. Dec 19 at 11 at offices of Wilcock, Queen st, Wolverhampton

Smith, Robert, Leicester, Joiner. Dec 22 at 3 at offices of Wright, Gallowtree gate, Leicester

Smith, George, Durham, Tailor. Dec 16 at 3 at Trader's Association, Grainger at Wes, Newcastle-upon-Tyne. Richardson, Newcastle-upon-Tyne

Slat-r, Robert, and Robert Slater, jun, Sussex pl, South Kensington, Butchers. Dec 23 at 12 at offices of Button and Co, Henrietta st, Covent Garden

Sisley, John, Lavers, Denbigh, Builder. Dec 19 at 12 at offices of Churton, Eastgate bldg, Chester

Sides, Thomas, Openshaw, nr Manchester, Grocer. Dec 22 at 3 at the Mosley Hotel, Piccadilly, Manchester. Chew and Sons, Manchester

Shepstone, Oliver William, Bedminster, Bristol, Grocer. Dec 19 at 11 at offices of Atchley, Clare st, Bristol

Twizell, William, North Shields, Hardwareman. Dec 18 at 2.30 at offices of Adamson, Howard st, North Shields

Trinder, Walter George, Cricklade, Wills, General Dealer. Dec 22 at 3 at offices of Boodle, Albion bldgs, New Swindon

Tebb, John, Kingston-upon-Hull, Chemist. Dec 18 at 1 at offices of Walker and Spink, Parliament st, Kingston-upon-Hull

Unwin, William, Covent Garden Market, Nurseryman. Dec 19 at 2 at offices of Russell, Old Jewry chambers

Vawser, Josiah, March, Cambridge, Farmer. Dec 18 at 1 at the Griffin's Hotel, March. Wise, March

Walley, Herbert, Hanley, Stafford, Bookseller. Dec 18 at 3 at offices of Hanshaw, Albion House, Hanley

White, Edward, Worcester, Hotel Manager. Dec 17 at 3 at the Incorporated Law Society, Aldine ct, High st, Sheffield. Porrett, Sheffield

Wicket, Titus, Doverst, Dairyman. Dec 20 at 1 at offices of Jones and Co, Lancaster pl, Strand

Wilkinson, Walker, Batley, York, Wheelwright. Dec 19 at 11 at offices of Stapleton, Union st, Dewsbury

Willis, Johnson Thomas, Luton, Bedford, Straw Hat Manufacturer. Dec 18 at 3 at offices of Benning and Son, King st, Luton

Wilmott, Albert, and Joseph Clark, Bristol, Coal Merchants. Dec 17 at 12 at offices of Young and White, Clare st, Bristol. Stanley and Co, Bristol

Woodrow, Frederick John, Wrexham, Schoolmaster. Dec 19 at 4 at the offices of Sherratt, Bryn-y-frynnon-Newydd, Regent st, Wrexham

Woodward, John, Leeds, Grocer. Dec 18 at 3 at offices of Lodge, Park row, Leeds

Wolley, Robert, Birkenhead, Mason. Dec 17 at 2 at offices of Moore Duncun st, Birkenhead

Yeo, William Cooke, Bechar, York, Builder. Dec 15 at 3 at the King's Head Hotel, Darlington

TUESDAY, Dec. 9, 1879.

Allen, Joseph, Northleach, Gloucester, Carpenter. Dec 29 at 12 at offices of Cheshyre, Regent st, Cheltenham

Anderton, Richard, Salford, Lancashire, Packing Case Maker. Dec 29 at 3 at offices of Cobbett and Co, Brown st, Manchester

Archer, Agnes, Hilton, Derby, Farmer. Dec 17 at 3 at offices of Hextall, Full st, Derby

Ash, Thomas, Westmore, Somerset, Turf Catter. Dec 20 at 2 at the George Hotel, Highbridge, Brice, Burnham

Atha, Joseph Richard Spurr, Dewsbury Moor, York, Florist. Dec 19 at 3 at offices of Stapleton, Union st, Dewsbury

Arcell, Walter Robert, Marine Town, Sheerness, Grocer. Dec 19 at 3 at offices of Stallon, Edward st, Bank's Town, Sheerness

Baker, William, South Norwood, Surrey, Butcher. Dec 19 at 4 at the Goat House Hotel, Penge rd, South Norwood. Armstrong, Chancery lane

Baron, James, Southport, Lancashire, Engineer. Dec 23 at 2 at offices of Welshy and Co, Lord st, Southport

- Baum, Henry, Bat'ry, York, Farmer. Dec 22 at 3 at offices of Ridgway, Wellington st, Batley
- Baynam, William, Meger, Monmouth, Grocer. Dec 18 at 12 at offices of Parsons, High st, Bristol. David, Newport
- Beavers, David, Mexlough, York, Boat Owner. Dec 19 at 11 at offices of Weir, Main st, Rotherham. Evans, Rotherham
- Biolletti, James Albert, Liverpool, Hairdresser. Dec 24 at 2 at offices of Davies, the Temple, Dale st, Liverpool
- Bloxam, John Henry, Hargreave, York, Glass Dealer. Dec 22 at 12 at offices of Richardson and Byron, Harrogate
- Booker, William Gearing, Ingleham, Wilts, Farmer. Dec 23 at 10 at offices of Boodle, Albion buildings, New Swindon
- Booty, Alfred Frederick, Sandey Comb lane, Twickenham, Dealer in Tea. Dec 19 at 3 at offices of Haynes and Son, Grecian chambers, Devereux court, Temple
- Braithwaite, Edmund, Stockton-on-Tees, Ironmonger. Dec 18 at 1 at the Station Hotel, York. Newby and Co, Stockton-on-Tees
- Bridge, Richard Preston, Salford, Lancashire, Printers' Machinist. Dec 19 at 3 at offices of Peacock and Graoe, Cross st, Manchester
- Brittain, Frederick, and James Sill, Depford, Kent, Builders. Dec 17 at 3.30 at offices of Bristow and Shephard, Cannon st
- Buckley, William, West Gorton near Manchester, Saddler. Dec 23 at 3 at offices of Woodall and Marriott, Norfolk st, Manchester
- Bulmer, James, Filey, York, Farmer. Dec 24 at 2 at offices of Richardson, Church st, Filey
- Burrows, Joseph, Cardiff, Currier. Dec 23 at 2 at the Grand Hotel, Bristol. Morgan and Scott, Cardiff
- Burton, John, Nottingham, Joiner. Dec 23 at 12 at offices of Brittle, St Peter's chambers, St Peter's gate, Nottingham
- Cadman, James, Coalpit Bank, Salop, Builder. Dec 31 at 11 at the Wrekin Hotel, Wellington. Newell, Lancashire
- Carefoot, Thomas, Longridge, General Commission Agent. Dec 24 at 11 at the County Court Office, Wincley st, Preston. Parry, Preston
- Chester, James, Threshfield, York, Farmer. Dec 24 at 11 at the Ship Hotel, Skipton. Paget, Skipton
- Clay, Henry, Romanby, York, Innkeeper. Dec 23 at 11 at the Golden Lion Hotel, Northallerton. Fowle
- Clayton, William, Stockport, Painter. Dec 19 at 3 at the Duke of Westminster Coffee House, Middle Hillgate, Stockport
- Clifton, Herbert Gratton, Bedford, Grocer. Dec 23 at 12 at offices of Wherry and Piper, Dame Alice st, Bedford
- Connolly, James, Luton, Kent, Fitter. Dec 20 at 11 at offices of Norman, Ordnance terrace, Chatham
- Cullen, Edward, James, Lincoln, Accountant. Dec 22 at 11 at offices of Page, Jun, Flaxengate, Lincoln
- Dawson, Alfred, Blomfield pl, Shepherd's Bush, Hosiery. Dec 23 at 4 at offices of Mascn, Maddox st, Regent st
- Dearden, Charles Frederick, Salford, Lancaster, Brewer. Dec 22 at 3 at offices of Potter and Lowe, Mosley st, Manchester
- Draper, Giles, Birmingham, Cab Proprietor. Dec 22 at 12 at offices of Hawkes and Weekes, Temple st, Birmingham
- Egan, Michael Fennelly, Birmingham, Provision Merchant. Dec 19 at 3 at the Guildhall Coffee House, Gresham st. Whitehouse, Dudley
- Evans, George, Birmingham, Bicycle Fittings Maker. Dec 20 at 11 at offices of Borastn, Ann st, Birmingham
- Evans, Robert, Talsiyn, Merioneth, Draper. Dec 15 at the Queen's Hotel, Chester, in lieu of the place originally named
- Fatkin, Southern, Low Walker, Northumberland, Provision Dealer. Dec 19 at 2 at offices of Wallace, Hutton chambers, Pilgrim st, Newcastle-upon-Tyne
- Fear, Benjamin, Berkeley, Gloucester, Cooper. Dec 22 at 11 at the New Inn Hotel, Gloucester. Sheppard, Gloucester
- Fernibough, Charles, Alrewas, Stafford, Farmer. Dec 19 at 3 at offices of Deignen and Co, the Bridge, Walsingham
- Foale, William, Kingston-upon-Hull, Wine Merchant. Dec 18 at 2.30 at offices of Pickering, Parliament st, Kingston-upon-Hull. Todd, Kingston-upon-Hull
- Freeman, George, Horselydown, Surrey, Licensed Victualler. Dec 18 at 3 at the Guildhall Tavern, Gresham st. Stanley, Austin-friars
- Fry, Isaac, Chippenham, Wilts, Grocer. Dec 22 at 2.30 at the Angel Hotel, Chippenham. Bartrum and Bartlett, Bath
- Fuchs, Peter, Hemmingsford rd, Barnsbury, Baker. Dec 19 at 4 at offices of Miles, King Edward st, Newcastle
- Gardner, George, Aldgate, Optician. Dec 22 at 3 at offices of Lee, Gresham bldg, Basinghall st
- Gash, John, Lincoln, Farmer. Dec 20 at 10 at offices of Page, Jun, Flaxengate, Lincoln
- Gibbs, John, Jun, Ifracombe, Devon, Innkeeper. Dec 29 at 3 at the Golden Fleece, Barnstable. Fox, Ifracombe
- Gibson, Matthew, Preston, Builder. Dec 23 at 11 at offices of Turner and Son, Fox st, Preston
- Goold, Thomas, Swaffham, Norfolk, out of business. Dec 31 at 11 at offices of Palmer, Swaffham
- Gorman, William, Bedminster, Bristol, Butcher. Dec 19 at 19 at offices of Benson and Carpenter, Bank chambers, Corn st, Bristol
- Graham, George Sawtell, Ilminster, Auctioneer. Dec 19 at 11 at offices of Paul, Court Baron, Ilminster
- Grainger, James, Wolverhampton, Licensed Victualler. Dec 30 at 11 at offices of Gatie, King st, Wolverhampton
- Green, William, York, Shopkeeper. Dec 23 at 12 at offices of Wilkinson, St Helen's sq, York
- Greenhill, James, Wrexhall, Dorset, Dairyman. Dec 20 at 12 at offices of Waite, Yeovil
- Haines, Robert, Crosby, Leicester, Carrier. Dec 23 at 11 at offices of Wright and Hinch, Belvoir st, Leicester
- Halling, John, Kingston-upon-Hull, Plumber. Dec 22 at 11 at offices of Stead and Sibree, Bishop lane, Kingston-upon-Hull
- Hames, Thomas John Hunt, Hinton st, Mary, Dorset, Farmer. Dec 19 at 12 at the Swan Inn, Sturminster. Lock and Son
- Harrison, William, Kingswinford, Stafford, Engine Driver. Dec 16 at 11 at offices of Addison, High st, Brierly Hill
- Hawgood, Charles Samuel, Clarendon rd, Notting hill, Clothier. Dec 29 at 2 at offices of Bader, Holborn viaduct
- Herdman, Nicholas Rowlstone, Seaham Harbour, Durham, Grocer. Dec 16 at 3 at offices of Fryrus, Dean st, Newcastle-upon-Tyne
- Hieron, George, Lyndhurst grove, Peckham, Paper Hangings Dealer. Dec 24 at 2 at offices of Torr, Coleman st
- Hindle, Frederick, and Matthew Knapton, Bradford, York, Grocer. Dec 19 at 3 at Creditor's Association, Parkinson's chbrs, Market st, Bradford
- Holland, William, Butterwick, Lincoln, Farmer. Dec 19 at 11 at offices of Rice and Co, Main ridge, Boston
- Holliday, William, Wexington, Cumberland, Innkeeper. Dec 19 at 12 at offices of Paisley, Bridge st, Manchester
- Hollings, Richard, and Thomas Hollings, Leeds, Costume Maker. Dec 19 at 3 at offices of Fulan, Bond st, Leeds
- Hollynack, John, Bedworth, Warwick, Beerhouse Keeper. Dec 19 at 11 at offices of Neale, Hay lane, Coventry
- Huggatt, George, Thorpe, Derby, Innkeeper. Dec 18 at 2 at Bell Hotel, Derby. Flint, Derby
- Jenks, William, Lower Broughton, Manchester, Grocer. Dec 23 at 1 at the Thatched House Hotel, Market st, Manchester. Poston, Liverpool
- Johnson, Sarah Jane, and William McKenzie, Bristol, Drapers. Dec 19 at 2 at offices of Tricks, Broad st, Bristol. Ward, Bristol
- Johnson, William, Manchester, Boot Dealer. Dec 29 at 3 at offices of Nuttall and Son, John Dalton st, Manchester
- Jones, John John, Llanberis, Carnarvon, Grocer. Dec 19 at 11 at offices of Alanson, Brun Selont, Carnarvon
- Jones, William, Gwm Salson, Carnarvon, Farmer. Dec 22 at 3 at offices of Roberts, Bangor
- Joseph, George Jude's, and Bernhard Kortack, Basinghall st, Manchester. Dec 24 at 12 at Guildhall Tavern, Gresham st, Lee, Gresham bldgs, Basinghall st
- Joyce, Peter, Heckmondwike, York, Fishmonger. Dec 19 at 3 at the Sir Robert Peel Inn, Heckmondwike. Mitcheon, Heckmondwike
- Keen, Walter, Hungerford, Berks, Hay Dealer. Dec 19 at 11 at offices of Goulter, Hungerford
- Kirkby, Robert, Newgate, York, Clothier. Dec 19 at 11 at offices of Jones, Coney st, York
- Kitsom, Jackson, Huddersfield, Cartwright. Dec 22 at 11 at offices of Milnes and Swift, New st, Huddersfield
- Leader, William Frederick, Westgate, Wakefield, Fish Merchant. Dec 19 at 11 at offices of Lake, Southgate, Wakefield
- Leedham, Emily, Tathburn, Stafford, Innkeeper. Dec 22 at 11 at offices of Dewry, High st, Burton-on-Trent
- Lloyd, Charles Mitchell, Sleaford, Lincoln, Miller. Dec 19 at 10 at offices of Page, Jun, Flaxengate, Lincoln
- Lloyd, John, Ysguborwen, Carmarthen, Farmer. Dec 22 at 11 at offices of Rees and Co, Thomas st, Llanelly
- Lucas, Francis, Birmingham, Painter. Dec 19 at 11 at offices of Bennett and Son, Bennett's hill, Birmingham
- Mandleberg, Joseph, Manchester, Manufacturer of Waterproof Garments. Dec 22 at 3 at offices of Sampson, South King st, Manchester
- Marrion, George William, Blantisham, Huntingdon, Grocer. Dec 23 at 11 at the Fountain Hotel, Huntingdon. Maule
- Mathews, William Henry, Bournemouth, Outfitter. Dec 19 at 3 at the Grand Hotel, Broad st, Bristol. Trevanion, Poole
- Mellor, George, Storthes, Huddersfield, Grocer. Dec 17 at 3 at offices of Welsh, Queen st, Huddersfield
- Metcalfe, Richard, Northallerton, York, Coach Builder. Dec 22 at 11 at the Golden Lion Hotel, Northallerton. Fowle, Northallerton
- Monks, John, Bristol, Stone Merchant. Dec 22 at 2 at offices of Oliver, Albion chambers, Newport
- Morris, Henry, Howden, York, Surgeon. Dec 23 at 3 at offices of Green, Howden
- Osborne, John, Spencey, York buildings, Adelphi, Wine Merchant. Dec 22 at 2 at the Inns of Court Hotel, Lincoln's inn fields. Collins, Lincoln's-inn-fields
- Owens, John, Leominster, Coach Builder. Dec 22 at 11 at offices of Gregg, Broad st, Leominster
- Pain, William, Winchester, Wine Merchant. Dec 23 at 2 at offices of Adams and Co, Jewry st, Winchester
- Palin, Frederick, Middlewich, Cheshire, Licensed Victualler. Dec 19 at 11.30 at offices of Green and Dixon, Castle st, Northwich
- Palmer, John Whittle, Isle Abbots, Somerset, Yeoman. Dec 18 at the Townhall, Yeovil, in lieu of the place originally named
- Peat, Job, Buxton, Derby, Joiner. Dec 30 at 3 at offices of Bennett and Co, Terrace rd, Buxton
- Peel, Samuel, Sittingbourne, Kent, Brick Merchant. Dec 22 at 2 at the Guildhall Tavern, Gresham st. West, Queen Victoria st
- Pepper, Edwin, Norwich, Boot Manufacturer. Dec 30 at 12 at offices of Kent, St Andrew's Plain, Norwich
- Perrott, Clement Hamill, Rotherham, York, Stove Grate Manufacturer. Jan 2 at 2 at offices of Badgers and Co, Moorgate st, Rotherham
- Peacock, Walter Charles, Church rd, Islington, Bottled Beer Merchant. Dec 30 at 11 at Guildhall Tavern, Gresham st. Thomson and Edwards, Moorgate st
- Powers, Daniel, Tipton, Devon, Farmer. Dec 23 at 2 at Dolphin Hotel, Honiton. Every
- Price, John Underwood, Birmingham, Gun Action Maker. Dec 19 at 11 at offices of Hodgson and Haigh, Waterloo st, Birmingham
- Rayner, William John, Framlingham, Suffolk, Farmer. Dec 27 at 11 at Crown and Anchor Hotel, Framlingham. Pollard, Ipswich
- Reynolds, George, Glenn Parva, Leicester, Farmer. Dec 22 at 11 at offices of Wright and Hinch, Belvoir st, Leicester
- Riley, William, Blackburn, Mill Manager. Dec 19 at 3 at offices of Backhouse, St John's place, Blackburn
- Robinson, Ellen, Summerhouse, Durham, Licensed Victualler. Dec 11 at 11 at offices of Barron, High sqw, Darlington
- Saler, William, Webster st, Lambeth, Shop Front Builder. Jan 1 at 11 at Ashley's Covent Garden Hotel, Henrietta st. Button and Co, Henrietta st
- Sanders, Annie Lambert, Titchhurst, Sussex, Grocer. Dec 31 at 3 at Guildhall Coffee-house, Gresham st. Lamb and Evert, Brighton
- Sargent, John, Eynesbury, Huntingdon, Cattle Dealer. Dec 30 at 2.30 at Cross Key's Hotel, St Neots. Stimson, Bedford
- Seed, Sarah Ann, Clitheroe, Lancashire, Tailor. Dec 30 at 10.30 at the Old Bull Hotel, Church st, Blackburn. Eastham, Clitheroe

Shaw, Henry Marsden, Huddersfield, Woollen Cloth Merchant. Dec 22 at 4 at the Imperial Hotel, Huddersfield. Bottomley, Huddersfield.

Shaw, William, Preston, Innkeeper. Dec 22 at 11 at offices of Thompson and Craven, Lune st, Preston.

Smith, Charles, Brighton, York, Farmer. Dec 22 at 2 at the Old Swan Hotel, Selby. Rhodes, Sherburn.

Smith, Edward, Thornton, and John Francis Burton Smith, Lydney, Gloucester, Ironmongers. Dec 24 at 11 at offices of Frues, Regent st, Cheltenham.

Solomons, Joseph, Cambridge rd, Boot and Shoe Manufacturer. Dec 19 at 3 at offices of Chalk, Finsbury circus.

Spencer, Charles, Crews, Labourer. Dec 20 at 11 at offices of Poinson, Albert chambers, Church side, Crews.

Stearns, William, Gloucester, Eating House Keeper. Dec 19 at 11 at offices of Franklin, Berkeley st, Gloucester.

Stone, George, Sydney, Lympham, Somerset, Coal Merchant. Dec 23 at 11 at offices of Smith, Weston-super-Mare.

Stubbs, William, Sutton-le-Murch, Lincoln, Farmer. Dec 31 at 12 at offices of Wood, New st, Louth.

Swaffield, Frank Herbert, Bridport, Dorset, Tailor. Dec 13 at 11 at offices of Loggin and Nantes, Barrack st, Bridport.

Tanner, Edwin, Gloucester, Builder. Dec 23 at 3 at the Ram Hotel, Southgate st, Gloucester. Taynton and Sons, Gloucester.

Thomas, William Edward, Devon's rd, Breamley-by-Bow, Grocer. Dec 17 at 12 at offices of Cooper and Co, King's Arms yard, Coleman st.

Haseldine and Co, Coleman st.

Toller, Walter, Aston Manor, Warwick, Cab Proprietor. Dec 22 at 3 at offices of Jacques, Temple row, Birmingham.

Toogood, Edward, Bridgewater, Baker. Dec 24 at 12 at offices of Reed and Cook, King sq, Bridgewater.

Utting, George, Earith, Huntingdon, Grocer. Dec 22 at 11 at offices of Ellison and Co, Alexandra st, Petty Cury, Cambridge.

Wadsworth, John, Gulseley, York, Baker. Dec 22 at 3 at offices of Lodge, Park row, Leeds.

Wakhorn, Cliff on John, Harby, Leicester, Baker. Dec 22 at 12 at offices of Blackwell, St Peter's Church walk, Nottingham.

Whiting, John, Licham, Chicheley, Barkingham, Farmer. Dec 22 at 13 at the Swan Hotel, Newport Pagnell. Bull, Newport Pagnell.

Whitley, Richard John, Nottingham, Tobacconist, Dec 31 at 3 at offices of Whittingham, Middle pavement, Nottingham.

Williams, Philip, Birmingham, Hacksier. Dec 18 at 12 at offices of Jagger, Cherry st, Birmingham.

Williams, William, Green's Norton, Northampton, Builder. Dec 22 at 11 at the Tabot Hotel, Towcester, Whiston, Towcester.

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 Second B.A., Monday October 25.
MASTER OF ARTS.—Branch I., Monday June 7; Branch II., Monday June 14; Branch III., Monday June 21.
DOCTOR OF LITERATURE.—First D.Lit., Monday June 7.
 Second D.Lit., Tuesday December 7.
SCRIPTURAL EXAMINATIONS.—Tuesday November 23.
BACHELOR OF SCIENCE.—First B.Sc., Monday July 19.
 Second B.Sc., Monday October 18.
DOCTOR OF SCIENCE.—Within the first twenty-one days of June.
BACHELOR OF LAWS.—First LL.B., Monday January 5.
 Second LL.B., Monday January 15.
DOCTOR OF LAWS.—Thursday January 15.
BACHELOR OF MEDICINE.—Preliminary Scientific, Monday July 19.
 First M.B., Monday July 26.
 Second M.B., Monday November 1.
BACHELOR OF SURGERY.—Tuesday November 23.
MASTER IN SURGERY.—Monday November 22.
DOCTOR OF MEDICINE.—Monday November 22.
SUBJECTS RELATING TO PUBLIC HEALTH.—Monday December 13.
BACHELOR OF MUSIC.—First B.Mus., Monday December 13.
 Second B.Mus., Monday December 20.
DOCTOR OF MUSIC.—First D.Mus., Monday December 13.

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Wednesday, Feb. 11	Friday, May 21	Wednesday, Aug. 7
Wednesday, Feb. 25	Wednesday, June 2	Wednesday, Aug. 11
Wednesday, March 3	Wednesday, June 16	Wednesday, Aug. 25
Wednesday, March 10	Wednesday, June 23	Wednesday, Sept. 24
Friday, March 24	Wednesday, June 30	Wednesday, Oct. 20
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or to Messrs. MCGRIGOR, DONALD & CO., Writers, 172, St. Vincent-street, Glasgow, who have the policies themselves and the Bank's titles thereto.

The City of Glasgow Bank, Glasgow, 26th November, 1879.

FURTHER SALE of POLICIES by the Liquidators of the City of Glasgow Bank.—After the Sale of the Policies above advertised, there will be exposed to sale, on TUESDAY, the 23rd instant, POLICIES on a life aged 54; aggregate amount insured, £129,869 18s. 8d.; aggregate amount of premiums, £4,806 1s. 9d. The surrender values as on the 23rd instant are being ascertained. These policies are all in offices of the highest standing, and some of them are of old date. They will be exposed separately.

Particulars will be supplied as stated in the foregoing advertisement. Glasgow, 1st December, 1879.

DRURY-LANE.

Excellent Freehold Investment equivalent to a Ground-rent.
MESSRS. HARVEY & DAVIDS will SELL by AUCTION, at the MART, Tokenhouse-yard, Bank of England, E.C., on WEDNESDAY, DECEMBER 17th, 1879, at TWO o'clock precisely, the substantially-erected FREEHOLD SHOP and PREMISES, known as No. 14, Clare-court, Drury-lane (a first-class business thoroughfare), let to a good tenant, who has occupied the premises for the last forty years at a rental of £50 per annum.
 Particulars and conditions of sale may be obtained at the Mart, E.C.; or of

H. A. EDGAR, Esq., Solicitor, 38, Bucklebury; and of Messrs. HARVEY & DAVIDS, Auctioneers, 117, Bishopsgate-street, Cornhill, E.C.

SALES FOR THE YEAR 1880.

MESSRS. DEBENHAM, TEWSON, & FARMER beg to announce that their SALES of LANDED ESTATES, Town, Suburban, and Country Houses, Business Premises, Building Land, Ground-rents, Reversions, Shares, and other Properties, will be held at the Auction Mart, Tokenhouse-yard, near the Bank of England, in the City of London, as follows:—

Tuesday, Jan. 6	Tuesday, May 4	Tuesday, July 27
Tuesday, Jan. 20	Tuesday, May 11	Tuesday, August 3
Tuesday, Feb. 3	Tuesday, May 18	Tuesday, August 10
Tuesday, Feb. 17	Tuesday, May 25	Tuesday, August 17
Tuesday, March 2	Tuesday, June 1	Tuesday, August 24
Tuesday, March 9	Tuesday, June 8	Tuesday, August 31
Tuesday, March 16	Tuesday, June 15	Tuesday, October 5
Tuesday, March 23	Tuesday, June 22	Tuesday, October 12
Tuesday, April 6	Tuesday, June 29	Tuesday, October 19
Tuesday, April 13	Tuesday, July 6	Tuesday, Nov. 2
Tuesday, April 20	Tuesday, July 13	Tuesday, Nov. 16
Tuesday, April 27	Tuesday, July 20	Tuesday, December 7

Auctions can also be held on other days besides those above specified. Due notice in any case should be given, in order to insure proper publicity; the period between such notice and the auction must, of course, considerably depend upon the nature of the property intended to be sold.—80, Cheapside, London, E.C.

MESSRS. DEBENHAM, TEWSON & FARMER'S LIST of ESTATES and HOUSES to be SOLD or LET, including Landed Estates, Town and Country Residences, Hunting and Shooting Quarters, Farms, Ground Rents, Rent Charges, House Property and Investments generally, is published on the first day of each month, and may be obtained, free of charge, at their offices, 80, Cheapside, E.C. or will be sent by post in return for two stamps.—Particulars for insertion should be received not later than four days previous to the end of the preceding month.